

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2008 Legislative Session

Resolution No. CR-33-2008

Proposed by The Chairman (by request – County Executive)

Introduced by Council Member Dean

Date of Introduction April 29, 2008

RESOLUTION

A RESOLUTION concerning
Compensation and Benefits,
Deputy Sheriff’s Association of Prince George’s County, Inc. (Civilian Units)
Salary Schedule Z

For the purpose of amending the Salary Plan of the County to reflect the terms of the labor agreement by and between Prince George’s County, Maryland and the Deputy Sheriff’s Association of Prince George’s County, Inc. (Civilian Units).

WHEREAS, pursuant to Section 903 of Article IX of the Prince George’s County Charter and Section 16-125(a) of the Prince George’s County Code, amendments to the County’s Salary Plan are to be submitted to the County Council in resolution form; and

WHEREAS, the Salary Plan must at this time be amended by the approval of a salary schedule to reflect the terms of the labor agreement by and between Prince George’s County, Maryland and the Deputy Sheriff’s Association of Prince George’s County, Inc. (Civilian Units).

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George’s County, Maryland, that Salary Schedule Z submitted and recommended by the County Executive on April 9, 2008, which is attached hereto and made a part hereof, setting forth the following modifications: adjustment of the wage scale; cost of living increases in Fiscal Years 2008 and 2009; merit increases in Fiscal Years 2008 and 2009; clothing allowance; interpreter pay; and health insurance contribution rates, be and the same is hereby approved.

Adopted this 3rd day of June, 2008.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Samuel H. Dean
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

SALARY SCHEDULE Z

SCHEDULE OF PAY GRADES

DEPUTY SHERIFF'S ASSOCIATION OF PRINCE GEORGE'S COUNTY, INC.

(CIVILIAN UNITS)

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2007 - JUNE 30, 2009

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1. CIVILIAN UNIFORM WAGE SCALE

DSA Civilians Uniform Wage Scale

Alpha	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Step #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Years of Svc.	<1	1	2	3	4	5	6	7	8	9	10	11	12	13	15-16	17-18	19-20	21-22	23-24	25-26	27+

A. Pay Plan Description

1. Pay Plan effective July 1, 2001, with additional grades Z20 - Z25 retroactive to October 8, 2000.

2. 21 Step Plan - Described as follows:

a. Steps A (#1) of grades Z6-Z19 are the same rates as the existing MIN rates which became effective on April 8, 2001 and as further increased by a base wage adjustment of two percent (2%) on July 1, 2001. Steps A (#1) of grades Z20-Z25 have been derived by multiplying the MIN rate of grade Z19 (as further increased by a two percent (2%) base wage adjustment) by five percent (5%) successively through Step A of grade Z25.

b. Steps B (#2) through Steps N (#14) were derived by multiplying Steps A (#1) successively for grades Z6-Z25 by one hundred three and one-half percent (103 1/2%) through Steps N (#14).

c. Steps O (#15) through Steps U (#21) were derived by multiplying Steps N (#14) successively for grades Z6-Z25 by one hundred three percent (103%) through Step U (#21).

d. Effective July 1, 2003, the increments from Steps N-O, O-P, P-Q, Q-R and R-S on the Uniform Wage Scale in effect June 30, 2003 will increase from three percent (3%) to three and one-half percent (3 1/2%).

3. Completed years of service for purposes of this pay plan shall be determined by using an employee's date of hire as reflected on the employees Personnel Information Document (PID).

4. Effective July 1, 2005, the Salary Schedule Z will become a Min-Max Schedule and the current Step A becomes the Min rate and current Step U becomes the new Max rate on all grades. An employee will be eligible to advance to the next step for his/her grade on his/her anniversary date at the rate of one (1) three and one-half percent (3 1/2%) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

5. Effective July 1, 2007, no employee in the bargaining unit shall be paid less than the Prince George's County Living Wage as from time to time determined. The Living Wage is not subject to COLAs or merit increases. Employees paid under this provision of the Agreement will not receive additional cost of living or merit increases unless the wage rate contained in the Agreement for their assigned position, as COLAs and merit increases are added, is above the

County Living Wage, at which time the wage rate contained in the Agreement will apply.

6. Effective July 1, 2008, the Max rate will be increased by three and one-half percent (3.5%).

B. Placement and Movement on the Civilian Uniform Wage Scale

1. Effective July 1, 2001, after employee salaries as of June 30, 2001 have been increased by two percent (2%), employees will be placed on the Uniform Wage Scale at the step reflecting their new salary, or if no such step exists, at the next step above such new salary.

Notwithstanding the above, employees whose annual salary after the two percent (2%) increase exceeds a step on the Uniform Wage Scale by fifty dollars (\$50) or less will be placed on such step.

2. During Fiscal Year 2002, any employee who has not advanced to the step on the Uniform Wage Scale that would otherwise have been warranted by his/her completed years of service as of January 1, 2002 (minus a two (2) year lag because of the lack of credit toward merit increases during FY96 and FY97, if applicable) will be placed on that step effective the first full pay period beginning on or after January 1, 2002 (i.e., January 13, 2002). However, an employee whose years of service (after adjustment) would otherwise, as a result of proper placement as described above, warrant his/her advancement by more than a single step, will advance no more than one step on January 1, 2002.

3. In addition to the above, on their anniversary dates during Fiscal Year 2002 and subsequent years, employees will advance at the rate of one step per year up to and including Step N (#14). Employees will only advance to Steps O (#15) and above on their anniversary dates provided they have completed the required years of service matching that step (after subtracting two (2) years for lack of credit toward a merit increase during FY96 and FY97, if applicable).

4. Employees who are placed on the scale at Step O (#15) or above, which step exceeds their years of service will not advance to the next step until warranted by the completed years of service (after adjustment).

5. Employees hired on or after July 1, 1996 will not have to adjust their years of service after reaching Step N.

C. Promotions and Demotion - Effective July 1, 2005, upon promotion or demotion an employee's salary will be increased or decreased, as applicable, by five percent (5%) for every grade movement.

D. Anniversary Dates - Employees covered by this Salary Schedule and hired before July 1, 1997 will keep the anniversary dates that they held on July 1, 1997 for as long as they are continuously employed. Employees hired on or after July 1, 1997 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Employees transferred (lateral transfer, promotion, demotion) on or after July 1, 2003, into this bargaining unit, will have as their anniversary date

the initial appointment date with the Office of the Sheriff.

E. The rules for placement of current employees on the Uniform Wage Scale in subsection A above shall also apply to Investigator I and II and Administrative Assistants I, II, and III who are included in the bargaining unit during FY01 or FY02.

2. SCHEDULED PAY RATES

**SALARY SCHEDULE Z
DEPUTY SHERIFF'S ASSOCIATION
(CIVILIAN UNITS)
UNIFORM WAGE SCALE EFFECTIVE JULY 9, 2006
PRINCE GEORGE'S COUNTY MARYLAND**

GRADE	MIN	MAX
Z06		
HOURLY	9.2354	18.1995
BIWEEKLY	738.83	1455.96
ANNUAL	19,210	37,855
Z07		
HOURLY	9.6970	19.1091
BIWEEKLY	775.76	1528.73
ANNUAL	20,170	39,747
Z08		
HOURLY	10.1820	20.0648
BIWEEKLY	814.56	1605.19
ANNUAL	21,179	41,735
Z09		
HOURLY	10.6911	21.0678
BIWEEKLY	855.28	1685.42
ANNUAL	22,237	43,821

GRADE	MIN	MAX
Z10		
HOURLY	11.2256	22.1212
BIWEEKLY	898.05	1769.70
ANNUAL	23,349	46,012
Z11		
HOURLY	11.7865	23.2268
BIWEEKLY	942.92	1858.14
ANNUAL	24,516	48,312
Z12		
HOURLY	12.3760	24.3884
BIWEEKLY	990.08	1951.07
ANNUAL	25,742	50,728
Z13		
HOURLY	12.9948	25.6075
BIWEEKLY	1039.58	2048.60
ANNUAL	27,029	53,264
Z14		
HOURLY	13.6446	26.8880
BIWEEKLY	1091.57	2151.04
ANNUAL	28,381	55,927
Z15		
HOURLY	14.3267	28.2325
BIWEEKLY	1146.14	2258.60
ANNUAL	29,800	58,724

GRADE	MIN	MAX
Z16		
HOURLY	15.0433	29.6444
BIWEEKLY	1203.46	2371.55
ANNUAL	31,290	61,660
GRADE	MIN	MAX
Z17		
HOURLY	15.7952	31.1263
BIWEEKLY	1263.62	2490.11
ANNUAL	32,854	64,743
Z18		
HOURLY	16.5851	32.6825
BIWEEKLY	1326.80	2614.60
ANNUAL	34,497	67,980
Z19		
HOURLY	17.4145	34.3171
BIWEEKLY	1393.16	2745.37
ANNUAL	36,222	71,380
Z20		
HOURLY	18.2852	36.0330
BIWEEKLY	1462.81	2882.64
ANNUAL	38,033	74,949
Z21		
HOURLY	19.1995	37.8347
BIWEEKLY	1535.96	3026.77
ANNUAL	39,935	78,696

GRADE	MIN	MAX
Z22		
HOURLY	20.1594	39.7263
BIWEEKLY	1612.75	3178.11
ANNUAL	41,932	82,631
Z23		
HOURLY	21.1674	41.7126
BIWEEKLY	1693.39	3337.01
ANNUAL	44,028	86,762
Z24		
HOURLY	22.2258	43.7983
BIWEEKLY	1778.06	3503.87
ANNUAL	46,230	91,101
Z25		
HOURLY	23.3371	45.9884
BIWEEKLY	1866.97	3679.07
ANNUAL	48,541	95,656

The rates are the July 10, 2005 multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE Z
DEPUTY SHERIFF'S ASSOCIATION
(CIVILIAN UNITS)
WAGE SCALE EFFECTIVE JULY 8, 2007
PRINCE GEORGE'S COUNTY MARYLAND

GRADE	MIN	MAX
Z06		
HOURLY	9.4663	18.6544
BIWEEKLY	757.30	1492.36
ANNUAL	19,690	38,801
Z07		
HOURLY	9.9394	19.5868
BIWEEKLY	795.15	1566.94
ANNUAL	20,674	40,741
Z08		
HOURLY	10.4366	20.5665
BIWEEKLY	834.93	1645.32
ANNUAL	21,708	42,778
Z09		
HOURLY	10.9583	21.5945
BIWEEKLY	876.67	1727.56
ANNUAL	22,793	44,916
Z10		
HOURLY	11.5063	22.6743
BIWEEKLY	920.50	1813.94
ANNUAL	23,933	47,162

GRADE	MIN	MAX
Z11		
HOURLY	12.0812	23.8075
BIWEEKLY	966.50	1904.60
ANNUAL	25,129	49,520
Z12		
HOURLY	12.6854	24.9981
BIWEEKLY	1014.84	1999.85
ANNUAL	26,386	51,996
Z13		
HOURLY	13.3196	26.2477
BIWEEKLY	1065.57	2099.82
ANNUAL	27,705	54,595
Z14		
HOURLY	13.9857	27.5602
BIWEEKLY	1118.85	2204.82
ANNUAL	29,090	57,325
Z15		
HOURLY	14.6849	28.9383
BIWEEKLY	1174.79	2315.07
ANNUAL	30,545	60,192
Z16		
HOURLY	15.4194	30.3855
BIWEEKLY	1233.55	2430.84
ANNUAL	32,072	63,202

GRADE	MIN	MAX
Z17		
HOURLY	16.1901	31.9045
BIWEEKLY	1295.21	2552.36
ANNUAL	33,675	66,361
Z18		
HOURLY	16.9997	33.4996
BIWEEKLY	1359.98	2679.97
ANNUAL	35,359	69,679
Z19		
HOURLY	17.8499	35.1750
BIWEEKLY	1427.99	2814.00
ANNUAL	37,128	73,164
Z20		
HOURLY	18.7423	36.9338
BIWEEKLY	1499.38	2954.70
ANNUAL	38,984	76,822
Z21		
HOURLY	19.6795	38.7806
BIWEEKLY	1574.36	3102.44
ANNUAL	40,933	80,664
Z22		
HOURLY	20.6634	40.7195
BIWEEKLY	1653.07	3257.56
ANNUAL	42,980	84,697

GRADE	MIN	MAX
Z23		
HOURLY	21.6965	42.7555
BIWEEKLY	1735.72	3420.44
ANNUAL	45,129	88,931
Z24		
HOURLY	22.7814	44.8933
BIWEEKLY	1822.51	3591.46
ANNUAL	47,385	93,378
Z25		
HOURLY	23.9205	47.1381
BIWEEKLY	1913.64	3771.05
ANNUAL	49,755	98,047

The rates are the July 9, 2006 multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE Z
DEPUTY SHERIFF'S ASSOCIATION
(CIVILIAN UNITS)
WAGE SCALE EFFECTIVE JULY 1, 2008
PRINCE GEORGE'S COUNTY MARYLAND

GRADE	MIN	MAX
Z06		
HOURLY	9.4663	19.3073
BIWEEKLY	757.30	1544.59
ANNUAL	19,690	40,159
Z07		
HOURLY	9.9394	20.2723
BIWEEKLY	795.15	1621.79
ANNUAL	20,674	42,166
Z08		
HOURLY	10.4366	21.2863
BIWEEKLY	834.93	1702.90
ANNUAL	21,708	44,275
Z09		
HOURLY	10.9583	22.3503
BIWEEKLY	876.66	1788.02
ANNUAL	22,793	46,489
Z10		
HOURLY	11.5063	23.4679
BIWEEKLY	920.50	1877.43
ANNUAL	23,933	48,813

GRADE	MIN	MAX
Z11		
HOURLY	12.0812	24.6407
BIWEEKLY	966.50	1971.26
ANNUAL	25,129	51,253
Z12		
HOURLY	12.6854	25.8730
BIWEEKLY	1014.83	2069.84
ANNUAL	26,386	53,816
Z13		
HOURLY	13.3196	27.1664
BIWEEKLY	1065.57	2173.31
ANNUAL	27,705	56,506
Z14		
HOURLY	13.9857	28.5248
BIWEEKLY	1118.86	2281.99
ANNUAL	29,090	59,332
Z15		
HOURLY	14.6849	29.9512
BIWEEKLY	1174.79	2396.09
ANNUAL	30,545	62,298
Z16		
HOURLY	15.4194	31.4490
BIWEEKLY	1233.55	2515.92
ANNUAL	32,072	65,414

GRADE	MIN	MAX
Z17		
HOURLY	16.1901	33.0212
BIWEEKLY	1295.21	2641.69
ANNUAL	33,675	68,684
Z18		
HOURLY	16.9997	34.6721
BIWEEKLY	1359.98	2773.77
ANNUAL	35,359	72,118
Z19		
HOURLY	17.8499	36.4061
BIWEEKLY	1427.99	2912.49
ANNUAL	37,128	75,725
Z20		
HOURLY	18.7423	38.2265
BIWEEKLY	1499.38	3058.12
ANNUAL	38,984	79,511
Z21		
HOURLY	19.6795	40.1379
BIWEEKLY	1574.36	3211.03
ANNUAL	40,933	83,487
Z22		
HOURLY	20.6634	42.1447
BIWEEKLY	1653.07	3371.57
ANNUAL	42,980	87,661

GRADE	MIN	MAX
Z23		
HOURLY	21.6965	44.2519
BIWEEKLY	1735.72	3540.15
ANNUAL	45,129	92,044
Z24		
HOURLY	22.7814	46.4646
BIWEEKLY	1822.51	3717.17
ANNUAL	47,385	96,646
Z25		
HOURLY	23.9205	48.7879
BIWEEKLY	1913.64	3903.03
ANNUAL	49,755	101,479

The minimum rates are the July 8, 2007 rates. The maximum rates are the July 8, 2007 multiplied by 103.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE Z
DEPUTY SHERIFF'S ASSOCIATION
(CIVILIAN UNITS)
WAGE SCALE EFFECTIVE JULY 22, 2008
PRINCE GEORGE'S COUNTY MARYLAND

GRADE	MIN	MAX
Z06		
HOURLY	9.7030	19.7900
BIWEEKLY	776.24	1583.20
ANNUAL	20,182	41,163
Z07		
HOURLY	10.1879	20.7792
BIWEEKLY	815.03	1662.33
ANNUAL	21,191	43,221
Z08		
HOURLY	10.6975	21.8184
BIWEEKLY	855.80	1745.48
ANNUAL	22,251	45,382
Z09		
HOURLY	11.2323	22.9090
BIWEEKLY	898.58	1832.72
ANNUAL	23,363	47,651
Z10		
HOURLY	11.7940	24.0546
BIWEEKLY	943.52	1924.36
ANNUAL	24,531	50,033

GRADE	MIN	MAX
Z11		
HOURLY	12.3832	25.2567
BIWEEKLY	990.66	2020.54
ANNUAL	25,757	52,534
Z12		
HOURLY	13.0025	26.5198
BIWEEKLY	1040.20	2121.59
ANNUAL	27,045	55,161
Z13		
HOURLY	13.6526	27.8455
BIWEEKLY	1092.21	2227.64
ANNUAL	28,397	57,919
Z14		
HOURLY	14.3353	29.2379
BIWEEKLY	1146.83	2339.04
ANNUAL	29,818	60,815
Z15		
HOURLY	15.0520	30.6999
BIWEEKLY	1204.16	2455.99
ANNUAL	31,308	63,856
Z16		
HOURLY	15.8049	32.2353
BIWEEKLY	1264.39	2578.82
ANNUAL	32,874	67,049
Z17		
HOURLY	16.5949	33.8467
BIWEEKLY	1327.59	2707.73
ANNUAL	34,517	70,401

GRADE	MIN	MAX
Z18		
HOURLY	17.4247	35.5389
BIWEEKLY	1393.98	2843.11
ANNUAL	36,243	73,921
Z19		
HOURLY	18.2961	37.3163
BIWEEKLY	1463.69	2985.30
ANNUAL	38,056	77,618
Z20		
HOURLY	19.2109	39.1821
BIWEEKLY	1536.87	3134.57
ANNUAL	39,959	81,499
Z21		
HOURLY	20.1715	41.1413
BIWEEKLY	1613.72	3291.31
ANNUAL	41,957	85,574
Z22		
HOURLY	21.1800	43.1983
BIWEEKLY	1694.40	3455.86
ANNUAL	44,054	89,852
Z23		
HOURLY	22.2389	45.3582
BIWEEKLY	1779.11	3628.66
ANNUAL	46,257	94,345
Z24		
HOURLY	23.3509	47.6262
BIWEEKLY	1868.07	3810.10
ANNUAL	48,570	99,062

GRADE	MIN	MAX
Z25		
HOURLY	24.5185	50.0076
BIWEEKLY	1961.48	4000.61
ANNUAL	50,999	104,016

The rates are the July 8, 2007 multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

3. COST OF LIVING ADJUSTMENT

A. FY2008. Employees covered by this Salary Schedule will receive a two and one-half percent (2.5%) increase to their base wages effective the first full pay period beginning on or after July 1, 2007.

B. FY2009. Employees covered by this Salary Schedule will receive a two and one-half percent (2.5%) increase to their base wages effective the first full pay period beginning on or after July 22, 2008. (The Fiscal Year 2009 COLA will be delayed by one pay period in order to offset the cost of the increase to the maximum rate on July 1, 2008.)

4. MERIT INCREASE

A. FY2008. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2007 through June 30, 2008, will receive it.

B. FY2009. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2008 through June 30, 2009, will receive it.

5. WORKWEEK

The workweek is the seven (7) consecutive day period commencing at 12:01 a.m. Sunday, and ending the following Saturday midnight. The standard number of hours in a workweek for full-time employees shall be forty (40) hours.

6. WORK SCHEDULES

Work schedules mean written schedules of the required daily hours of work within a workweek prescribed by an Appointing Authority as established by Charter for individual employees and/or various groups or units of employees under the Appointing Authority's jurisdiction as approved pursuant to Section 16-114 of the Personnel Law.

7. DESIGNATION OF MEAL PERIODS

A. Except for employees assigned to rotating shift work schedules, any employee who works five (5) or more hours in any workday shall receive an unpaid one-half (1/2) hour meal period during that workday.

B. Employees assigned to rotating shift work schedules averaging 40 - 42 productive hours shall be eligible for a meal period, as defined by the Appointing Authority, within the productive workday.

8. CALLBACK PAY

A. If the Sheriff or his/her designee requires an employee to return to work to perform duties on behalf of the Prince George's County Office of the Sheriff during the employees normal off-

duty hours, the County will pay the employee for a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay. However, an employee who is called back to active duty under this provision shall only be entitled to receive compensation for one (1) three (3) hour call back during any eight (8) hour period. An employee called back more than once during an eight (8) hour period shall receive compensation for the actual hours worked at one and one-half (1 1/2) times the employees hourly base rate of pay.

B. If an employee is called at home by the Sheriff or his/her designee and required to work at home on behalf of the Department during his/her normal off-duty hours, he/she will be compensated for the work performed at the overtime rate based on half hour increments (0-30 minutes = one-half hour, 31-60 minutes = one hour).

C. This provision shall not apply to administrative hearings or disciplinary procedures or any other previously scheduled assignment.

9. HOLIDAY PAY

A. Eligible employees shall receive straight time pay for each designated holiday on which they are scheduled to work but on which they perform no work.

B. Employees eligible for holiday pay who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular overtime rate (i.e., no pyramiding). In the event that a holiday falls on the employee's regular day off, the employee shall receive another day off.

C. All employees must be in pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay.

D. Employees covered by this Salary Schedule will observe regular County holidays on the same dates as the Courts observe them even when the County's date of observance is different. Whenever Christmas Day, New Year's Day or Independence Day falls on a weekend and is celebrated by the County on the preceding Friday or following Monday, employees who work either on the day the holiday falls or on the day it is celebrated shall be entitled to holiday pay. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to holiday pay only as to the first such day scheduled to work.

E. The holidays established by the Personnel Law are listed below:

New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, Presidential Inauguration Day (every 4 years), and County Employees' Appreciation Day.

10. POLICE MEMORIAL DAY

Employees covered by this Salary Schedule who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section 9, Holiday Pay, above.

11. OVERTIME

When an employee works more than forty (40) hours in a work week pursuant to the direction of his/her supervisor, the employee shall receive overtime pay at one and one-half (1 1/2) times his/her hourly base rate for all hours worked in excess of forty (40) hours in that work week. As an alternative, at the request of the employee and with the approval of the County, the employee may earn compensatory leave at the rate of one and one-half (1 1/2) hours for each hour worked.

12. PYRAMIDING

There shall be no pyramiding of overtime and other premium rates; that is, only one overtime or premium rate will be paid for the same hours worked.

13. COURT TIME COMPENSATION

If, as a result of actions taken during the course of employment with the Sheriff, an employee covered by this Salary Schedule is scheduled to appear in Court on the employee's day off, the employee will be paid a minimum of three (3) hours pay at the overtime rate.

14. TRAINER PAY

Effective the first full pay period beginning on or after July 1, 2005, employees who are assigned to provide on-the-job training (which is designed to be fifteen (15) days or more in duration) for employees will receive a payment of seventy-five cents (\$.75) per hour. Effective the first full pay period beginning on or after July 1, 2006, the trainer pay will be increased to ninety cents (\$.90) per hour. Payment shall commence on the fifteenth (15th) day the employee is required to provide on-the-job training.

15. INTERPRETER PAY

Effective July 1, 2007, the County, with the participation of the DSA, will develop testing procedures to measure an employee's conversational proficiency in selected languages other than English. An employee who passes such test will be certified as an interpreter in the language tested and will be assigned to interpret that language as part of his/her job duties. Employees will receive a lump sum payment of five hundred dollars (\$500.00) per year beginning within thirty (30) days following their certification. Employees certified in sign language, as selected, will receive a lump sum payment of three hundred dollars (\$300.00) per year beginning within thirty (30) days following verification of such certification.

16. SHIFT DIFFERENTIAL

- A. Effective July 1, 2005, a shift differential of two dollars (\$2.00) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift. Effective July 1, 2006, the first (1st) shift differential will be increased to two dollars and ten cents (\$2.10) per hour.
- B. Effective July 1, 2005, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift. Effective July 1, 2006, the third (3rd) shift differential will be increased to one dollar and eighty-five cents (\$1.85) per hour.
- C. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.
- D. Any employee who works the second (2nd) shift (i.e., the day shift – 7 a.m. to 3 p.m. or equivalent) shall not be entitled to a shift differential.
- E. When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third and first shifts, the higher differential rate shall apply for the entire number of hours worked.

17. ACTING PAY

- A. When an employee is directed to assume, and does in fact assume, the duties of any other position with a higher grade in an acting capacity for a period of twenty-one (21) consecutive days or more (including scheduled days off and approved holidays), beginning with the twenty-second (22nd) day, he/she shall be paid at a rate of pay ten percent (10%) above the employee's current salary or the minimum necessary to place the employee at the entry level rate of the next higher grade, whichever is greater, and shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of equal grade to that position, or by a superior authority. Such payments will be paid retroactively from the first day the employee is directed to assume the higher level duties. He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.
- B. Where management elects to assign an employee to work in an acting capacity as described above, the employer shall not schedule work to circumvent the provisions of this section. This section shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully.

18. CLOTHING ISSUE AND ALLOWANCE

A. The Sheriff will continue to issue uniforms to employees covered by this Salary Schedule who are required to wear them and to replace worn and unserviceable uniforms. Employees will continue to maintain their uniforms by cleaning and making minor repairs.

B. The Sheriff will provide a uniform shirt to employees assigned to the Records and Teletype Sections. Blue utility uniforms for employees in the Records and Teletype Divisions will be issued and replaced as necessary. These employees will be required to wear the uniforms. Uniforms will be provided for the Mail Courier.

C. During Fiscal Year 2006, a three hundred fifty dollar (\$350.00) annual uniform maintenance allowance will be provided to Security Officers and Intake Technicians. Effective July 1, 2007, a two hundred fifty dollar (\$250.00) annual uniform allowance will be provided for the Mail Courier. Effective July 1, 2007, the annual uniform maintenance allowance will be increased to five hundred fifty dollars (\$550.00). The allowance will be paid in a single payment in July of each year.

19. ANNUAL LEAVE

A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave) covered by this Salary Schedule.

B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A, above.

C. Effective beginning with the 1997 leave year, employees who are over the three hundred sixty (360) hours limit at the end of that leave year will be able to convert any annual leave in excess of three hundred sixty (360) hours to new sick leave.

D. Employees covered by this Salary Schedule must use compensatory time they have accumulated prior to using annual leave.

20. COMPENSATORY LEAVE/SICK LEAVE

A. Effective July 1, 2001, employees will have the option to use accumulated County (non-FLSA) Compensatory Leave in lieu of sick leave when the employee's accrued sick leave has been exhausted.

B. Effective July 1, 2001, those employees who have been advanced sick leave, and have not reimbursed the County for such advanced sick leave as of June 30, 2001, may use their accumulated County (non-FLSA) Compensatory Leave to offset any such advanced sick leave remaining.

21. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

A. Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, be liquidated in the following manner.

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);

2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;

3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

Upon separation from employment, employees who participate in the Maryland State Retirement Systems (MSRS) may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.

4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive as payment in an amount equal to the total number of unused sick leave hours multiplied by one-half (1/2) of the employee's base hourly rate of pay as of January 4, 1997. Sick leave earned beginning the first pay period of the 1997 leave year is not subject to cash payment to the employee upon separation.

5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year (i.e. new sick leave) is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. In addition, any old sick leave cashed out under paragraph 4 may be used to purchase MSRS pension credit at the applicable rate.

6. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

7. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 of the Personnel Law and who is not eligible for a disability retirement shall forfeit any sick leave hours accumulated at the time of the employee's separation.

22. PERSONAL LEAVE

Twenty-four (24) hours of paid personal leave per wage reporting year -- including the four (4) hours granted in lieu of General Election Day -- shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

23. DISCRETIONARY LEAVE

Employees covered by this Salary Schedule with three (3) or more years of service with the Office of the Sheriff shall be eligible for eight (8) hours of discretionary leave per wage reporting year plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) after seven (7) years of service. Eight (8) additional hours of discretionary leave (for a total of twenty-four (24) hours) will be granted after ten (10) years of service. Discretionary leave may be taken in increments of four (4) hours, must be requested and approved in advance, and unused discretionary leave cannot be carried over from one year to the next.

24. PRESIDENTIAL AND UNION BUSINESS LEAVE

A. Subject to the conditions set forth herein, the President of the DSA and employees covered by this Salary Schedule may be granted at the request of the DSA administrative leave for official DSA business for the purpose of attending workshops, conventions, conferences and seminars, and the DSA President, or his designee, will be granted administrative leave for the administration of the Salary Schedule and for conducting DSA business. Where leave is requested for employees covered by this Salary Schedule to attend workshops, conventions, conferences and seminars, the President of the DSA must deliver to the Office of the Sheriff a written request for the leave at least ten (10) working days before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which the leave is requested.

B. The County will provide two hundred fifty (250) hours of administrative leave per fiscal year covered by this Salary Schedule for attendance at workshops, conventions, conferences and seminars. No administrative leave will be granted pursuant to this section when the two hundred fifty (250) hours have been used up during a fiscal year, and any unused balance of the two hundred fifty (250) hours of administrative leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for administrative leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that the DSA will not request administrative leave under this section for business or activities that are detrimental to the Department.

25. ADDITIONAL LEAVE PROVISION

A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Salary Schedule will

report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour work (not to exceed twelve (12) hours per employee per twenty-four (24) hour period).

B. If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.

C. Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations.

26. BLOOD DONATION LEAVE

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The Employer may request verification of such donation.

27. DISABILITY LEAVE

A. Disability leave will be administered in accordance with the Personnel Law and Administrative Procedure 284 (Administration of Employee Leave).

B. For good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to an employee covered by this salary schedule who has petitioned the Sheriff and has received the Sheriff's recommendation for additional leave.

28. BEREAVEMENT LEAVE

A. In the event of the death of an employee's spouse, child, or parent, the employee may take up to four (4) working days leave for bereavement. The first three (3) days will be administrative leave days and the other day will be charged to employee's accumulated sick leave, annual leave or leave with out pay.

B. In the event of the death of an employee's stepchild, grandparent, grandchild, brother, sister, brother- or sister-in-law, mother- or father-in-law, or son- or daughter-in-law, or any member of the employee's household the employee may take up to four (4) working days leave for bereavement. The first leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave, annual leave or leave without pay.

29. VOTING LEAVE

Employees who are registered voters may be granted up to two (2) hours administrative leave with pay for the purpose of voting in State, County and Federal primary and general elections if the employee would otherwise be prevented from voting because of his/her work schedule.

30. MILITARY LEAVE

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, the resultant war on terrorism or other military action shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate of pay, without the exhaustion of the employee's annual, personal and compensatory leave balances. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer and employee contributions of the premium being paid by the County. These benefits shall expire on February 26, 2009.

31. LIFE INSURANCE

A. The Employer shall pay one hundred percent (100%) of the monthly premium for the life insurance coverage for full-time employees in the amount of two (2) times the employee's annual salary.

B. Effective July 1, 2001, in addition to any other life insurance or death benefit provided by the County, the County shall pay a death benefit of fifteen thousand dollars (\$15,000.00) upon the death of any employee covered by this Salary Schedule whose death results from an accidental personal injury arising out of and in the course of his/her employment.

32. WORKER'S COMPENSATION

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Worker's Compensation Law, Title 9 of the Maryland Labor and Employment Code Annotated.

33. UNEMPLOYMENT INSURANCE

Employees who are separated from County service may be entitled to unemployment compensation provided they meet eligibility requirements established by Federal and/or State regulations.

34. SOCIAL SECURITY

A. Effective January 1, 2008, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 7.65% of the first one hundred and two thousand dollars (\$102,000.00) and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

B. Subsequent changes in the Social Security tax rate and/or the taxable wage base as enacted through Federal legislation shall be applied in computing Social Security contributions by the County and each employee.

35. HEALTH INSURANCE

A. In CY08, the County shall contribute seventy-four percent (74%) to the cost of the point of service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-six percent (26%).

In CY09, the County shall contribute seventy-three percent (73%) to the cost of the point of service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).

B. In CY08, the County shall contribute seventy-nine percent (79%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-one percent (21%).

In CY09, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two percent (22%).

C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. In CY08, the County shall contribute eighty-nine percent (89%) to the County's deductible prescription and optical care programs for any employee covered by this Agreement who elects to participate in either program. The participating employee shall contribute the remaining eleven percent (11%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

In CY09, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription and optical care programs for any employee covered by this Agreement who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

The changes in premium contribution percentages (in paragraphs A, B and D) will not become effective unless and until collective bargaining agreements and/or necessary resolutions are approved by the County Council in effect providing that such changes are effective for all County employees. Changes will not be retroactive.

E. Two dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the Plans.

F. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

G. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account.

H. Group Life Insurance under the Beneflex Program. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

36. RETIREMENT CONTRIBUTIONS

A. Employees paid in accordance with this Salary Schedule and who are eligible for enrollment in the Maryland State Employees' Retirement Systems shall pay retirement contributions at the rate of five percent (5%) or seven percent (7%) of base salary, depending on plan option selected.

B. Effective January 1, 1980, current participants in the Employees' Retirement System may transfer to the Employees' Pension System, which is non-contributory up to the Social Security Wage Base.

C. All classified employees hired on or after January 1, 1980, must enroll in the Employees' Pension System.

D. The County's contribution rate shall be that amount as established from time to time by the State. Employee contributions (where applicable) shall be made through payroll deductions. If changes/improvements in retirement benefits are made, then contributions may be adjusted accordingly.

37. SUPPLEMENTAL RETIREMENT BENEFIT

Employees covered by this Salary Schedule will participate in the Supplemental Pension Plan for General Schedule Employees in accordance with the provisions of that plan.

38. ADMINISTRATION OF EMPLOYEE LEAVE

The provisions governing the administration of all types of leave (holiday, annual, sick, administrative, military, military leave without pay, disability, leave without pay, absence without leave, compensatory, personal, etc.) are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

39. INCENTIVE AWARDS

To the extent that funds have been appropriated for such purpose, employees may be granted incentive awards, subject to the provisions of Section 16-209 of the Personnel Law.

40. PAY PLAN POLICY STATEMENT

It is the policy of the County that benefits afforded to employees in the Salary Plan are governed by the specific Salary Schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any other way moves from one Salary Schedule to another, any benefits unique to or expressly a function of the former Salary Schedule are not carried over.