

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND****1997 Legislative Session**Resolution No. CR-3-1997Proposed by The Chairman (by request - County Executive)Introduced by Council Member Esteppe

Co-Sponsors

Date of Introduction January 14, 1997**RESOLUTION**

A RESOLUTION concerning

Compensation and Benefits - Deputy Sheriff's Association

of Prince George's County, Inc. (Deputy Sheriffs)

Salary Schedule W, Schedule of Pay Grades

FOR the purpose of amending the Salary Plan of the County to reflect the terms of a labor agreement by and between Prince George's County and the Deputy Sheriff's Association of Prince George's County, Inc. (Deputy Sheriffs)

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 said labor agreement by and between Prince George's County and the Deputy Sheriff's Association of Prince George's County, Inc. (Deputy Sheriffs);

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that the salary schedule "W" submitted and recommended by the County Executive on January 8, 1997, which is attached hereto and made a part hereof, setting forth the following modifications: no cost of living or merit step increases during Fiscal Year 1997; holiday pay will be paid at two (2) times their regular rate of pay for each hour worked; shift differential pay of one dollar seventy-five cents (\$1.75) per hour for all time worked on the first shift and one dollar forty cents (\$1.40) for the third shift; an increase in clothing allowance by fifty (\$50.00) dollars; HMO contribution shall be twenty (20%) percent; and

further establishing workweek, work schedules, meal period, callback pay, holiday pay, overtime, court time compensation, shift differential, acting pay, standby pay, clothing issue and allowance, TEC pay, annual leave carryover, disability leave, presidential and union business leave, life and supplemental life insurance, worker's compensation, unemployment insurance, social security, health insurance, retirement and supplemental retirement contributions and incentive awards for such employees, be and the same is hereby approved.

Adopted this 11th day of March, 1997.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

Dorothy F. Bailey  
Chair

ATTEST:

Joyce T. Sweeney  
Clerk of the Council

SALARY SCHEDULE W

SCHEDULE OF PAY GRADES - DEPUTY SHERIFFS  
(PRIVATE - LIEUTENANT)

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 1996 - JUNE 30, 1997

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1. Cost of Living and Merit Step Increases

There will be no cost of living or merit step increases for employees covered by this Salary Schedule between the period from July 1, 1996 through June 30, 1997 inclusive.

2. Uniform Wage Scale

The Uniform Wage Scale described below, and the Scheduled Pay Rates as reflected in Section IV. of this Salary Schedule shall remain in effect through June 30, 1997.

A. Description of the Uniform Wage Scale

For each rank of deputy sheriff in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step 0 through Step 14: Deputy Sheriff Private - W21; Deputy Sheriff First Class - W22; Deputy Sheriff Corporal - W24; Deputy Sheriff Sergeant - W25; and, Deputy Sheriff Lieutenant - W27. The percentage values of the intervals between steps are 3.5% from Step 0 through Step 11 and 3% for the three remaining intervals from Step 11 through Step 14.

An employee will be eligible to advance to the next step for his/her rank on his/her anniversary date at the rate of one step per year up to and including Step 12, provided that he/she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step 12, an employee will be eligible to advance to Steps 13 and 14 after three (3) years of service at each step (that is, after having completed fifteen (15) and eighteen (18) years of service, respectively), provided that his/her performance for the applicable period has been evaluated as satisfactory.

Employees covered by this Salary Schedule and hired before July 1, 1989 will keep the anniversary dates that they held on July 1, 1989 for as long as they are continuously employed. Employees hired on or after July 1, 1989 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.

Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). However, deputies promoted to the ranks of Deputy Sheriff First Class or Deputy Sheriff Corporal following the promotional cycles in the Spring, 1992 and 1993, will continue to receive the same rates of pay as they received in their former ranks (except for any subsequent cost of living and/or anniversary increases) until the first full pay period beginning on or after October 1, 1993. On that date, those deputies will be placed at the proper pay grades and steps for their rank. Upon promotion to the rank of Deputy Sheriff Sergeant or Deputy Sheriff Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, a ten percent (10%) increase).

Deputy Sheriff Privates and PFCs who would have been eligible to sit for promotional examinations in FY95 and who successfully complete the requirements to advance to the ranks of PFC and Corporal, respectively, will be placed in those ranks retroactive to July 1, 1995 but will defer the wage increase associated with the promotion until the beginning of the first full pay period beginning on or after July 1, 1996.

Deputy Sheriff Corporals and Sergeants who are promoted to the ranks of Sergeants and Lieutenants, respectively, during FY96, will defer the wage increase associated with the promotion for one year.

Deputy Sheriff Privates and PFCs who will be eligible to sit for promotional examinations in FY96 and who successfully complete the requirements to advance to the ranks of PFC and Corporal, respectively, will be placed in those ranks effective July 1, 1996 but will defer the wage increase associated with the promotion until the beginning of the first full pay period beginning on or after July 1, 1997.

Deputy Sheriff Privates and DFCs who will be eligible to sit for promotional examinations in FY97 and who successfully complete the requirements to advance to the ranks of PFC and Corporal, respectively, will be placed in those ranks effective July 1, 1997 but will defer the wage increase associated with the promotion until the beginning of the first full pay period beginning on or after July 1, 1998.

Deputy Sheriff Corporals and Sergeants who are promoted to the ranks of Sergeants and Lieutenant, respectively, during FY97, will defer the wage increase associated with the promotion for one year.

#### Implementation of the Uniform Wage Scale

FY90: Effective July 2, 1989, employees covered by this Salary Schedule, after receiving the four percent (4%) cost of living adjustment, will be placed on the Uniform Wage Scale at the step for their rank which is immediately above their annual salary.

However, an employee whose salary, when adjusted for the four percent (4%) cost of living adjustment, exceeds the maximum salary payable at his/her rank will be red-circled at that salary, and will continue to be red-circled. Further, an employee who was hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to the foregoing rules and will maintain the resultant step differential.

On their anniversary dates during FY90, all employees will receive a one step anniversary increase (either three and one-half percent (3 1/2%) or three percent (3%), depending on their July 2 placement on the Uniform Wage Scale) to the next step on the Uniform Wage Scale unless the employee is at Step 14.

FY91: On their anniversary dates during FY91, all employees below the step which would be warranted by their years of service will be placed at that step. Employees who are hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to this rule so as to maintain the resultant step differential.

3. Modifications to the Uniform Wage Scale -- During FY95

A. Effective July 1, 1994, the Uniform Wage Scale is modified as follows:

For each rank of deputy sheriff in the bargaining unit, there is an established pay grade on the Uniform Wage Scale. The pay scale for both the rank of Deputy Sheriff Private (W21) and Deputy Sheriff First Class (W22) contains fifteen (15) pay rates (steps) ranging from Step A through Step O. The pay scale for the rank of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant, contains fourteen (14) pay rates (steps) ranging from Step A through Step N.

Grade W21 is the pay grade for the rank of Deputy Sheriff Private. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step L and three percent (3%) for the remaining three (3) intervals from Step L through Step O. The entry rate for a Deputy Sheriff Private is Step A. A Deputy Sheriff Private (W21) will be eligible to advance to the next step for that rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step N (after thirteen (13) years of service), provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a Deputy Sheriff Private (W21) will be eligible to advance to Step O after two (2) years of service at Step N, (that is, after having completed fifteen (15) years of service), provided that the deputy's performance for the applicable period has been evaluated as satisfactory.

Grade W22 is the pay grade for the rank of Deputy Sheriff First Class. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step K, three percent (3%) from Step K through Step N and two and one-half percent (2.5%) for the remaining interval from Step N to Step O. A Deputy Sheriff First Class (W22) will be eligible to advance to the next step for that rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step M (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step M, a Deputy Sheriff First Class (W22) will be eligible to advance to Step N after two (2) years of service at Step N (that is, after having completed fifteen (15) years of service) and to Step O after three (3) years of service at Step N (that is, after having completed eighteen (18) years of service).

Grades W24, W25 and W27 are the pay grades for Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27). The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step J, three percent (3%) from Step J through Step M and two and one-half percent (2.5%) for the remaining interval from Step M to Step N. Deputies in the ranks of Deputy Sheriff Corporal

through Deputy Sheriff Lieutenant will be eligible to advance to the next step for their rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step L (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step L, deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step M after two (2) years of service (that is, after having completed fifteen (15) years of service) and to Step N after three (3) years of service at Step M (that is, after having completed eighteen (18) years of service).

B. Effective June 30, 1995, the Uniform Wage Scale is further modified as follows:

For the ranks of Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27) one additional pay rate (step) will be added to the pay scale, establishing a fifteen (15) step pay scale ranging from Step A through Step O. The percentage value of the interval between Step N and the new Step O is two and one-half percent (2.5%). Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step 15 after five (5) years of service (that is, after having completed twenty-three (23) years of service) at Step N.

C. Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to the rate of pay at the step of the promotional grade that corresponds to the deputy sheriff's years of service at the grade before promotion (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). Upon promotion to the rank of Deputy Sheriff Sergeant or Deputy Sheriff Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step (for example, Step 10 to Step 10) for the promotional grade (that is, a ten percent (10%) increase).

#### Implementation Of Modified Uniform Wage Scale

FY95: 1. On July 1, 1994, every deputy will be assigned to the pay step for his or her rank on the modified Uniform Wage Scale with a salary rate identical to the deputy's salary rate on June 30, 1994.

2. On his or her anniversary date in Fiscal Year 1995, every deputy will be eligible to advance to the next step on the modified Uniform Wage Scale, provided that the deputy's performance for the applicable period has been evaluated as satisfactory.

3. On June 25, 1995, any deputy who is not at the pay step for his or her rank which would be warranted by his or her years of service, will be placed at that pay step.

FY96: On his or her anniversary date in Fiscal Year 1996, any deputy with twenty-three (23) or more years of service will advance to the final longevity step, Step 15, on the modified Uniform Wage Scale. (This was not implemented due to no merits



in FY96)

4. MASTER DEPUTY PROGRAM

- A. The Program covers promotions to the rank of Deputy Sheriff First Class and Deputy Sheriff Corporal. Promotions to the ranks of Deputy Sheriff First Class and Deputy Sheriff Corporal are based on the time-in-grade requirements, performance evaluations and written examinations described in paragraphs 3, 4 and 5, below. The current rank designations of Deputy Sheriff Private, Deputy First Class and Deputy Sheriff Corporal will be maintained.

B. TIME-IN-GRADE REQUIREMENTS

Effective July 1, 1996, minimum time-in-grade requirements for eligibility to become a candidate for promotion under the Program are as follows:

1. Deputy Sheriff First Class

Twenty-four (24) months as a Deputy Sheriff Private;

2. Deputy Sheriff Corporal

Twenty-four (24) months as a Deputy Sheriff First Class.

C. PERFORMANCE EVALUATION

Deputy Sheriffs who have met the time-in-grade requirements and who have elected to become candidates for promotion shall be rated by the Department as "Promotable" or "Non-promotable". A rate of "Promotable" shall qualify a Deputy Sheriff to take the written examination for the appropriate rank. A rating of "Non-promotable" shall render a Deputy Sheriff ineligible to take the written examination and for promotion during the promotional cycle involved.

D. WRITTEN EXAMINATION

Written examinations under the Program will be administered in April of each year. Notice of the written examination will be given no later than ninety (90) days prior to the date the written examination is to be given. The written examination score of a Deputy Sheriff seeking promotion under the Program shall be placed in one of two categories: "Pass" consisting of all written examinations with a score equal to or greater than seventy percent (70%), and "Fail" consisting of all written examinations

with a score less than seventy percent (70%).

- E. Candidates who have received an evaluation of "Promotable" and who have achieved a written examination score of seventy percent (70%) or better shall be deemed "qualified" for promotion. Candidates qualified for promotion under the evaluation and written examination process will be promoted effective the first day of the first full pay period beginning on or after July 1 of the calendar year in which the test is administered. Promotions under this program shall be valued at two (2) three and one-half percent (3 1/2%) steps.
- F. Nothing contained in the Program is intended to modify the relationship between the disciplinary process and the promotion process. A candidate who is qualified for promotion under paragraphs 1-5, above, and who is under an investigation which could lead to a disciplinary action shall have his or her promotion held in abeyance pending the final outcome of the disciplinary process. If the Deputy Sheriff involved is still deemed qualified for promotion after the disciplinary process is completed, the Deputy Sheriff will be promoted retroactive to the appropriate effective date stated in paragraph 5, above.
- G. The parties understand that the willingness of the County to discuss the promotional issues with the DSA during bargaining regarding a Master Deputy Program does not waive the County's position that promotional policy and rank structure constitute non-mandatory subjects of bargaining.

## 5. Scheduled Pay Rates

**SCHEDULE W  
UNIFORM WAGE SCALE  
IN EFFECT AS OF JULY 1, 1996  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY, MARYLAND**

STEP YRS SERVICE	A 0-1	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9	K 10	L 11	M 12	N 13-14	O 15-17
<b>W21 - DEPUTY SHERIFF PRIVATE</b>															
HOURLY	13.2636	13.7278	14.2082	14.7055	15.2202	15.7528	16.3042	16.8749	17.4656	18.0769	18.7095	19.3644	19.9454	20.5437	21.1598
BIWEEKLY	1061.09	1098.22	1136.66	1176.44	1217.62	1260.22	1304.34	1349.99	1397.25	1446.15	1496.76	1549.15	1595.63	1643.50	1692.78
ANNUAL	27,588	28,554	29,553	30,587	31,658	32,766	33,913	35,100	36,328	37,600	38,916	40,278	41,486	42,731	44,012
STEP YRS SERVICE	A 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13-14	N 15-17	O 18
<b>W22 - DEPUTY SHERIFF FIRST CLASS</b>															
HOURLY	14.7055	15.2202	15.7528	16.3042	16.8749	17.4656	18.0769	18.7095	19.3644	20.0422	20.7437	21.3659	22.0069	22.6671	23.2338
BIWEEKLY	1176.44	1217.62	1260.22	1304.34	1349.99	1397.25	1446.15	1496.76	1549.15	1603.38	1659.50	1709.27	1760.55	1813.37	1858.70
ANNUAL	30,587	31,658	32,766	33,913	35,100	36,328	37,600	38,916	40,278	41,688	43,147	44,441	45,774	47,148	48,326
STEP YRS SERVICE	A 2	B 3	C 4	D 5	E 6	F 7	G 8	H 9	I 10	J 11	K 12	L 13-14	M 15-17	N 18	O 23
<b>W24 - DEPUTY SHERIFF CORPORAL</b>															
HOURLY	16.3042	16.8749	17.4656	18.0769	18.7095	19.3644	20.0422	20.7437	21.4698	22.2211	22.8877	23.5742	24.2814	24.8884	25.5107
BIWEEKLY	1304.34	1349.99	1397.25	1446.15	1496.76	1549.15	1603.38	1659.50	1717.58	1777.69	1831.02	1885.94	1942.51	1991.07	2040.86
ANNUAL	33,913	35,100	36,328	37,600	38,916	40,278	41,688	43,147	44,657	46,220	47,606	49,034	50,505	51,768	53,062
<b>W25 - DEPUTY SHERIFF SERGEANT</b>															
HOURLY	17.9345	18.5621	19.2120	19.8844	20.5800	21.3006	22.0460	22.8177	23.6162	24.4428	25.1761	25.9314	26.7094	27.3772	28.0616
BIWEEKLY	1434.76	1484.97	1536.96	1590.75	1646.40	1704.05	1763.68	1825.42	1889.30	1955.42	2014.09	2074.51	2136.75	2190.18	2244.93
ANNUAL	37,304	38,609	39,961	41,360	42,806	44,305	45,856	47,461	49,122	50,841	52,366	53,937	55,556	56,94	58,368
<b>W27 - DEPUTY SHERIFF LIEUTENANT</b>															
HOURLY	19.7281	20.4186	21.1331	21.8729	22.6383	23.4308	24.2508	25.0996	25.9778	26.8873	27.6938	28.5246	29.3803	30.1149	30.8677
BIWEEKLY	1578.25	1633.49	1690.65	1749.83	1811.06	1874.46	1940.06	2007.97	2078.22	2150.98	2215.50	2281.97	2350.42	2409.19	2469.42
ANNUAL	41,034	42,471	43,957	45,496	47,088	48,736	50,442	52,207	54,034	55,926	57,603	59,331	61,111	62,639	64,205

The hourly rates are the same as the June 30, 1995 rates as adopted by CR-68-1994, which are the January 8, 1995 rates with the addition of a 15th step for grades 24, 25 and 27. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar

6. 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.

7. 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.

8. Designation of Meal Periods

Any employee who works five (5) or more hours in any workday shall receive a one-half (1/2) hour meal period.

9. Callback Pay

An employee who is called back to work from off-duty and who does in fact perform duties on behalf of the Prince George's County Office of the Sheriff during his/her normal off-duty hours shall be paid for a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures.

10. Holidays and Holiday Compensation

A. Holiday Pay

Eligible employees shall receive straight time pay for each designated holiday on which they perform no work.

Employees who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) but 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.

B. Police Memorial Day

Notwithstanding paragraph A. Holiday Pay, above, beginning in FY94, employees covered by this Salary Schedule who work on Police Memorial Day (i.e., May 15 of each year) will receive one and one-half (1 1/2) hours compensatory time for each hour worked (except overtime) in addition to their regular pay. Those employees who are not scheduled to work and

perform no work on Police Memorial Day will receive another day off.

C. Holiday Observance

Employees covered by this Salary Schedule will observe regular County holidays on the same dates the Courts observe them even when the County's date of observance is different.

11. Overtime

All full-time employees shall be eligible for overtime pay, provided, however, that employees in the Civil Process Section shall only be eligible for overtime pay on their assigned duty days when their supervisor directs the performance of specific tasks which require work beyond the assigned duty day hours.

If employees in the Civil Process Section are assigned to regular shift work, they shall be eligible for overtime in the same manner as other employees.

When an employee works more than eighty (80) hours in a pay period pursuant to the direction of his supervisor, said employee shall receive overtime pay at one and one-half (1 1/2) times his hourly base rate for all hours worked in excess of eighty (80) hours in said pay period. 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 Department, 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. Shift Differential

A. A shift differential of one dollar seventy-five cents (\$1.75) 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.

B. A shift differential of one dollar forty cents (\$1.40) 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.

C. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for nonproductive 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 shift (i.e., the day shift) shall not be entitled to a shift differential.

E. Any employee assigned to the Civil Process Section shall not be entitled to a shift differential except on assigned duty days.

F. When the hours worked fall within the third and first 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.

15. Acting Pay

When an employee below the rank of Captain is directed to assume, and does in fact assume, the duties of a Sergeant (or higher rank) in an acting capacity for a period of fourteen (14) consecutive days or more (including scheduled days off and approved holiday), beginning with the 15th day, he/she shall be paid at a rate of pay which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher rank, 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 rank equal to that position, or by a superior authority. 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.

16. Standby Pay

A deputy sheriff who is directed by management to standby during the deputy sheriff's off-duty hours during the period from 12:01 a.m. on Monday through 12:00 midnight on Friday and who does standby as directed shall receive one hour of pay at the straight time rate for every sixteen (16) hours the deputy stands by, provided, however, a deputy who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.

A deputy sheriff who is directed by management to standby during the deputy sheriff's off-duty hours during the period from 12:01 a.m. on Saturday through 12:00 midnight on Sunday and who does standby as directed shall receive one (1) hour of pay at the straight-time rate for every eight (8) hours the deputy stands by, provided, however, a deputy who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.

A deputy sheriff who is on extradition overnight for one or more nights will receive standby pay of four (4) hours of compensatory leave for the first (1st) night only.

The parties agree that the employees covered by this agreement who received grants of sick leave in settlement of their grievances over the application of the Standby Pay provision in 1994 will have their sick leave accrued through the 1996 leave year increased in the amount of fifteen percent of the amount of sick leave the individual employee received as a result of the grievance settlement.

17. Clothing Issue

New employees shall receive an original uniform issue of appropriate clothing and leather goods. Upon assignment to any special unit requiring a uniform different from the original uniform reference above, a special issuance of clothing required for that assignment will be made. The initial issue of uniform items required because of an official change in uniform directed by the Office of the Sheriff will also be provided. All other responsibilities for uniform procurement and upkeep are the employee's, including the responsibility for replacing worn or ill-fitting uniform items.

18. Clothing Allowance

A. Employees covered by this Salary Schedule shall receive a clothing allowance of five hundred fifty dollars (\$550.00) per fiscal year for the procurement, care and upkeep of clothing and leather goods. This clothing allowance is not considered part of the employee's base pay, and will be paid in two equal installments in December and June, of each fiscal year covered by this Salary Schedule.

B. If an employee arrives or leaves during the fiscal year, his/her allowance shall be prorated.

19. TEC Pay

Deputy sheriffs who are regularly and permanently assigned as members and alternates of the SST (not to exceed a total of fifteen (15)) and as canine handlers (not to exceed a total of two (2)), shall receive a supplemental payment of six hundred dollars (\$600) per fiscal year. Payment shall be made in two equal installments in December and June of each fiscal year and shall not be considered as part of the employee's base wage for purposes of computation of overtime, retirement, or any other purposes. Qualifying deputies shall be those assigned to the units referenced above as of the first day of the month in which the payments are to be made. Deputies simultaneously assigned to more than one unit referenced above shall receive only one supplemental payment in accordance with this provision.

20. Annual Leave Carryover

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).

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. When taking annual leave, employees covered by this Salary Schedule must use compensatory time they have accumulated prior to using annual leave.

21. Sick and Annual Leave Disposition Upon Separation.

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:

A. 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);

B. 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;

C. 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:

1. Upon separation from employment, employees who have elected to participate in the new comprehensive pension plan 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 for up to 360 hours of accumulated annual leave, whichever is greater.

Any remaining amount would be applied toward retirement credit in the comprehensive plan even if the result is a benefit exceeding the maximum benefit allowed under the plan..

2. Upon separation from employment, employees who have elected to remain with the Maryland State Retirement Systems (MSRS) and the County Supplemental 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 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.



D. Upon separation from employment for non-disciplinary reasons, eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at 2.5% for each year of service (through the date of separation) up to 30 years at the employee's base hourly rate of pay as of January 1, 1997. However, if a Deputy Sheriff with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a 50% cashout of unused accumulated sick leave as of the end of the 1996 leave year.

E. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan.

F. For individuals who chose to remain in the MSRS plan and the County Supplemental, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate.

G. 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.

22. Disability Leave

The Department will designate a member of management to make injury on the job determinations. Specifically, where an employee claims injury on the job and is unable to work, management will review the claim as soon as possible but not later than ten (10) working days after the claim was made. In cases where injury on the job is clearly indicated, the employee will be placed on disability leave immediately. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but not backcharged sick or annual leave for the period of time the employee was on disability leave. In cases where injury on the job is not clearly indicated, the process outlined in Administrative Procedure 284 (Administration of Employee Leave) will be followed.

For good cause shown, the Personnel Officer may grant up to two additional 90 day periods of disability leave to a deputy sheriff who has petitioned the Sheriff and has received the Sheriff's recommendation for additional leave.

23. Personal Leave

Two (2) paid personal leave days per wage reporting year shall be granted to each employee eligible for annual leave. A personal leave day 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.

24. Discretionary Leave

Beginning with the 1994 wage reporting year, one (1) day of discretionary leave per wage reporting year shall be granted for employees with five (5) or more years of service. Discretionary leave may not be taken in increments, must be requested and approved in advance, and unused discretionary leave cannot be carried over from one year to the next.

25. Family and Medical Leave

Employees covered by this Salary schedule are entitled to family and medical leave in accordance with the Personnel Law (See Personnel Law Section 16-225.02.)

26. Presidential and Union Business Leave

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/her designee, will be granted administrative leave for the administration of the Agreement 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.

The County will provide five hundred (500) 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 five hundred (500) hours has been used up during a fiscal year, and any unused balance of the five hundred (500) 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 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.

27. Additional Leave Provision

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 hour of compensatory leave for each shift hour worked (not to exceed 12 hours per employee per twenty-four hour period).

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.

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

28. Life Insurance

The Employer shall pay 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.

For Deputy Sheriffs who retire on or after July 1, 1995, the County provided life insurance benefits of up to \$100,000 will not be reduced until the retiree attains age sixty (60). At that time, the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the life insurance benefit by fifteen percent (15%) on the first day of the calendar month or next following the date of the retiree's attainment of age sixty (60). On each of the next four (4) anniversaries, the retiree's insurance benefit will be reduced by the same dollar amount.

The accidental death insurance policy the County maintains for employees covered by this Salary Schedule shall be payable in the amount of fifty thousand dollars (\$50,000) to an employee's designated beneficiary should the employee be killed in the line of duty.

29. Supplemental Life Insurance Benefit

Employees covered by this Salary Schedule are provided with a supplemental life insurance benefit equal to fifty (50) times the employee's monthly salary up to a maximum of \$200,000. The supplemental life insurance benefit provided under this provision shall continue as long as the employee is actively employed.

30. 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.

31. 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.

32. Social Security

Effective January 1, 1995, 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 \$61,200 and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

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.

33. Health Insurance

A. The County shall contribute seventy-five percent (75%) to the cost of the County's Health Insurance Program (CountyCare Choice) for any employee who elects to participate in that program. Participating employees shall contribute the remaining twenty five percent (25%).

B. For those employees who elect to enroll in a pre-paid health plan or Health Maintenance Organization (HMO), their contribution shall be twenty percent (20%).

C. The Employer shall contribute ninety percent (90%) to the County's deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).

D. Effective July 1, 1994, the County shall contribute ninety percent (90%) to the County deductible prescription program for any retiree who elects to participate in the program. The participating retiree shall contribute the remaining ten percent (10%).

The County has agreed to extend this provision regarding contributions to the County's deductible prescription program to current retirees and to the election of benefits for current retirees during FY96 open enrollment with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

E. A Dental Plan is available to employees. The employee pays the entire cost.

34. 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. Classified employees hired prior to January 1, 1980, and are 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.

35. Supplemental Retirement Contributions

A. Effective July 1, 1996, certain employees hired before July 1, 1996 and covered by this Salary Schedule elected to continue to participate in a supplemental retirement benefit program, jointly funded through County and employee contributions. The cost of funding the supplemental retirement benefit will be shared by the employee and the County through regular contributions each pay period. The employee shall contribute, through payroll deduction, 3.5% of his/her annual salary and the employer shall contribute the remainder of the cost to fund this program.

B. In accordance with CR-41-1995, any employee separating from County service on or after July 6, 1995, shall not be eligible for the Discontinued Service Benefit.

Comprehensive Deputy Sheriff Pension Plan

Effective July 1, 1996, certain employees hired before July 1, 1996 covered by this Salary Schedule elected to commence participation in the Comprehensive Deputy Sheriff Pension Plan (the Plan) established by amending the Supplemental Retirement Benefit Plan in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan and contribute through payroll deduction 7% of his/her annual salary. Employees hired on or after July 1, 1996 must participate in the Plan and contribute 8% of his/her annual salary. The employer shall contribute the remainder of the cost to fund this program.

36. IRS Pickup Plan

The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 5.04 (Funding) and Section 5.10, F. (Funding) hereof. Such amounts:

(1) are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;

(2) shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

(3) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

(4) shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

37. 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) are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

38. 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.

39. 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.