

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1995 Legislative Session

Resolution No. CR-63-1995

Proposed by Chairwoman MacKinnon (by request - County Executive)

Introduced by Council Members Estep and MacKinnon

Co-Sponsors

Date of Introduction October 3, 1995

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - Deputy Sheriff's Association
of Prince George's County, Inc. (Civilian Units)

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.

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. (Civilian Units);

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that the salary schedule "Z", Schedule of Pay Grades, submitted and recommended by the County Executive on October 2, 1995, which is attached hereto and made a part hereof, setting forth the following modifications: no cost of living or merit increases during Fiscal Year 1996 effective July 1, 1995; restructuring the method of computing overtime pay during Fiscal Year 1996; providing disability and blood donation leave; and, further establishing workweek, work schedules, meal period, callback pay, holiday pay, overtime, court time compensation, shift differential, acting pay, clothing issue and allowance, payment for unused sick leave, annual leave carryover, presidential and union

business leave, 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 21st day of November, 1995.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Anne T. MacKinnon
Chairwoman

ATTEST:

Joyce T. Sweeney
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, 1995 - JUNE 30, 1996

TABLE OF CONTENTS

	<u>Page</u>
I. Scheduled Pay Rates	1
II. Cost of Living Adjustment - Fiscal Year 1996.....	3
III. Merit Increase - Fiscal Year 1996.....	3
IV. Workweek.....	3
V. Work Schedules	3
VI. Designation of Meal Periods.....	4
VII. Callback Pay	4
VIII. Holiday Pay.....	4
IX. Police Memorial Day	4
X. Overtime	5
XI. Pyramiding.....	5
XII. Court Time Compensation.....	5
XIII. Shift Differential.....	5
XIV. Acting Pay.....	6
XV. Clothing Issue	6
XVI. Payment for Unused Sick Leave.....	6
XVII. Annual Leave Carryover.....	7
XVIII. Personal Leave	7
XIX. Discretionary Leave	7
XX. Presidential and Union Business Leave.....	7
XXI. Additional Leave Provision	8
XXII. Blood Donation Leave	8
XXIII. Disability Leave	8
XXIV. Life Insurance	8
XXV. Worker's Compensation.....	9
XXVI. Unemployment Insurance	9
XXVII. Social Security	9
XXVIII. Health Insurance	9
XXIX. Retirement Contributions.....	10
XXX. Supplemental Retirement Contributions.....	10
XXXI. Administration of Employee Leave	10
XXXII. Incentive Awards	10
XXXIII. Pay Plan Policy Statement	10

I. Scheduled Pay Rates

SALARY SCHEDULE Z
 DEPUTY SHERIFF'S ASSOCIATION
 (CIVILIAN UNITS)
 IN EFFECT JULY 1, 1995
 PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
Z06	HOURLY	7.4080	11.4618
	BIWKLY	592.64	916.94
	ANNUAL	15,409	23,841
Z07	HOURLY	7.7782	12.0351
	BIWKLY	622.26	962.81
	ANNUAL	16,179	25,033
Z08	HOURLY	8.1672	12.6367
	BIWKLY	653.38	1,010.94
	ANNUAL	16,988	26,284
Z09	HOURLY	8.5755	13.2685
	BIWKLY	686.04	1,061.48
	ANNUAL	17,837	27,598
Z10	HOURLY	9.0043	13.9319
	BIWKLY	720.34	1,114.55
	ANNUAL	18,729	28,978
Z11	HOURLY	9.4544	14.6286
	BIWKLY	756.35	1,170.29
	ANNUAL	19,665	30,427
Z12	HOURLY	9.9272	15.3601
	BIWKLY	794.18	1,228.81
	ANNUAL	20,649	31,949
Z13	HOURLY	10.4234	16.1281
	BIWKLY	833.87	1,290.25
	ANNUAL	21,681	33,546
Z14	HOURLY	10.9446	16.9345
	BIWKLY	875.57	1,354.76

GRADE	ANNUAL	22,765 MINIMUM	35,224 MAXIMUM
Z15	HOURLY	11.4919	17.7812
	BIWKLY	919.35	1,422.50
	ANNUAL	23,903	36,985
Z16	HOURLY	12.0666	18.6703
	BIWKLY	965.33	1,493.62
	ANNUAL	25,099	38,834
Z17	HOURLY	12.6698	19.6037
	BIWKLY	1,013.58	1,568.30
	ANNUAL	26,353	40,776

The rates in effect July 1, 1995 are the same as the January 8, 1995 rates adopted by CR-70-1994. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

MIN-MAX SYSTEM:

A. Merit increases for employees covered by this Salary Schedule who earn less than the maximum of their grade shall be granted at a rate of three and half percent (3.5%), in accordance with the Personnel Law. Employees will continue to receive 3.5% merit increases until one of the following occurs.

1. They reach the maximum;
2. The 3.5% increase would establish the hourly rate one percent (1%) or less below the maximum, in which case the hourly rate will be automatically adjusted upward to the maximum; or,
3. The 3.5% merit adjustment would cause an employee's salary rate to exceed the maximum rate established for that grade, in which case the employee's salary will instead be adjusted to equal the maximum applicable rate.

B. Steps for the purpose of promotions, demotions, discipline, and reallocations shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.

II. Cost of Living Adjustment - Fiscal Year 1996

No cost of living adjustment will be provided for employees covered by this Salary Schedule during the period from July 1, 1995 through June 30, 1996.

III. Merit Increase - Fiscal Year 1996

No merit increases will be granted to employees covered by this Salary Schedule for the period from July 1, 1995 through June 30, 1996.

IV. 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.

V. 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.

VI. 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 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.

VII. 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.

VIII. Holiday Pay

Eligible employees shall receive straight time pay for each designated holidays (except Police Memorial Day) on which they are scheduled to work but on which they perform no work.

Employees eligible for holiday pay who work on a holiday shall be paid at one and one-half (1 1/2) times their regular rate of pay for each hour worked (except overtime) in addition to the holiday pay described above, 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 have the option of receiving an extra day's pay at straight time or another day off.

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.

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.

IX. Police Memorial Day

Notwithstanding Section VIII. Holiday Pay, above, 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.

X. 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.

Notwithstanding the previous paragraph, during FY96 an employee covered by this Salary Schedule will, at the employee's option, be paid at the rate of one (1) time his/her regular rate of pay and receive one-half (1/2) hour of compensatory leave for each overtime hour worked or received compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Further, the parties recognize and agree that the subject of compensation for overtime hours worked in FY97 is subject to negotiation.

XI. 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.

XII. Court Time Compensation

If, as a result of actions taken during the course of employment with the Office of 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.

XIII. Shift Differential

Effective the first full pay period beginning on or after July 1, 1994, a shift differential of one dollar (\$1.00) per hour shall be paid for all time worked on the first 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 shift.

Effective the first full pay period beginning on or after July 1, 1994, a shift differential of seventy-five cents (\$.75) per hour shall be paid for all time worked on the third 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 shift.

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.

Any employee who works the second shift (i.e., the day shift) shall not be entitled to a shift differential.

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.

XIV. Acting Pay

When an employee is directed to assume, and does in fact assume, the duties of a higher job classification 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 job classification, 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 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 job classification immediately prior to taking such approved leave.

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.

XV. Clothing Issue

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.

XVI. Payment for Unused Sick Leave

Upon termination of County employment for non-disciplinary reasons (including retirement or death), bargaining unit employees shall be offered the option of receiving a lump sum payment for their sick leave balance, of applying such sick leave for credit under the retirement or pension plan, or retaining a sick leave balance in the event of return to County service. Employees who elect to receive payment for their unused sick leave shall be entitled to a lump sum cash payment calculated by the following formula: multiply the total number of sick leave hours accrued as of the date of termination by the employee's final base hourly rate of pay and divide the resultant product by two (2).

Employees who terminate employment for reasons not beyond their control, to be eligible for the payment of unused sick leave referenced above, must provide two (2) weeks notice to the Sheriff's Department of such intent to terminate. This notice requirement shall not apply to death, retirement or other non-disciplinary terminations which are beyond the control of the employee.

XVII. Annual Leave Carryover

1. A maximum of nine hundred sixty (960) hours of accumulated annual leave may be carried over from one leave year to the next by an employee covered by this Salary Schedule.

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

XVIII. 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.

XIX. Discretionary Leave

Beginning with the 1994 wage reporting year, employees covered by this Salary Schedule with five (5) or more years of service shall be eligible for one (1) day of discretionary leave per wage reporting year. 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.

XX. 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 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 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 has 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.

XXI. 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 the number of hours of compensatory leave (not to exceed eight (8) hours per employee per twenty-four (24) hour period) equal to the number of hours of administrative leave granted to nonessential County employees. For purposes of this subsection, the County workday will be considered ended at 5:00 p.m.

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.

XXII. 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.

XXIII. Disability Leave

The Office of the Sheriff 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 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 (2) additional ninety (90) day periods of disability leave to an employee covered by this agreement who has petitioned the Sheriff and has received the Sheriff's recommendation for additional leave.

XXIV. 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.

The County shall pay a death benefit of \$5,000 upon the death of any County employee whose death results from an accidental personal injury arising out of and in the course of his/her employment.

Effective July 1, 1994 the accidental death benefit for employees covered by this Salary Schedule will increase from five thousand dollars (\$5,000) to ten thousand dollars (\$10,000).

XXV. 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, Article 101, Annotated Code of Maryland.

XXVI. 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.

XXVII. 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.

XXVIII. Health Insurance

1. 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 the program. Participating employees shall contribute the remaining twenty five percent (25%).

2. Effective with contributions in June, 1995, for coverage beginning in July, 1995 the County shall contribute eighty percent (80%) to the cost of a prepaid health plan or health Maintenance Organization (HMO) for any employee who elects to participate in the program.

Participating employees shall contribute the remaining twenty percent (20%).

3. 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%).

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

XXIX. Retirement Contributions

1. 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.

2. 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.

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

4. 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.

XXX. Supplemental Retirement Benefit

A. 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.

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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.