

DR-2

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session

1992

Resolution No. _____ CR-45-

1992

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Bell and Pemberton

Co-Sponsors

Date of Introduction May 19,
1992

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - Fraternal Order of
Police, Lodge #89, Inc.

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 Fraternal Order of Police, Lodge #89, 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 a labor agreement by and between Prince George's County and the Fraternal Order of Police, Lodge #89, Inc.;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that the salary schedule submitted and recommended by the County Executive on May 6, 1992, which is attached hereto and made a part hereof, setting forth a seven percent (7%) increase in base hourly rates effective April 5, 1992; and further establishing the workweek and number of productive hours therein, meal period, acting pay, standby pay, call-back pay, court time compensation, holidays and holiday pay, overtime pay, shift differential, leave provisions, education incentive, unused sick leave credit and refunds, retirement contributions, clothing allowance, TEC pay, field training officer compensation, fitness indicator test program, death and disability benefits, group health and life insurance, worker's compensation, unemployment insurance, and incentive awards, for such employees, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the provisions of this resolution shall supersede the provisions of CB-13-1992.

Adopted this 7th day of July, 1992.

COUNTY COUNCIL OF PRINCE

GEORGE'S COUNTY, MARYLAND

BY:

Richard J. Castaldi
Chairman

ATTEST:

Joyce T. Sweeney
Acting Clerk of the Council

SALARY SCHEDULE L
PUBLIC SAFETY SCHEDULES OF PAY GRADES
FOR POLICE UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 1991 - JUNE 30, 1993
(AS AMENDED FOR FY92)

TABLE OF CONTENTS

	<u>Page</u>
I. Negotiated Cost of Living Adjustment For FY 1992 & 1993	1
II. Uniform Wage Scale	1
III. Scheduled Pay Rates.....	3
IV. Workweek.....	5
V. Work Schedules.....	5
VI. Designation of Meal Periods.....	5
VII. Acting Pay.....	5
VIII. Standby Pay.....	5
IX. Call-Back Pay.....	6
X. Court Time Compensation.....	6
XI. Holidays and Holiday Pay.....	7
XII. Overtime Pay.....	9
XIII. Shift Differential.....	9
XIV. Leave Provisions.....	10
XV. Education Incentive.....	13
XVI. Unused Sick Leave Credit and Refunds.....	15
XVII. Contribution to Retirement Trust Fund.....	16
XVIII. Clothing Allowance.....	16
XIX. TEC Pay.....	17
XX. Field Training Officer Compensation.....	17
XXI. Fitness Indicator Test (FIT) Program.....	17
XXII. Death and Disability Benefits.....	18
XXIII. Additional Grade Step.....	18
XXIV. Group Health Insurance.....	18
XXV. Life Insurance.....	19
XXVI. Worker's Compensation.....	19
XXVII. Unemployment Insurance.....	19
XXVIII. Incentive Awards.....	19
XXIX. Non-Base Salary Payment For Applicants Appointed to the Position of Police Officer.....	19
XXX. Pay Plan Policy Statement.....	19

I. NEGOTIATED COST OF LIVING ADJUSTMENT FOR FY 1992 & 1993

Effective the first full pay period beginning on or after April 1, 1992, employees covered by this Salary Schedule will receive a seven percent (7%) increase in their base hourly rates of pay.

II. UNIFORM WAGE SCALE

On July 2, 1989, the "MIN-MAX" system which had been in effect for all members of the bargaining unit was replaced by the Uniform Wage Scale described below, and reflected in the Scheduled Pay Rates in Section III of this Salary Schedule.

A. DESCRIPTION OF THE UNIFORM WAGE SCALE

For each rank of police officer in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step 0 through Step 14: Police Officer - L01; Police Officer First Class - L02; Police Corporal - L03; Police Sergeant - L04; and, Police Lieutenant - L05. 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 rank on his anniversary date at the rate of one step per year up to and including Step 12, provided that he receives at least a satisfactory performance evaluation for the preceding year. After reaching Step 12, an officer will be eligible to advance to Steps 13 and 14 after three years of service at each step (that is, after having completed fifteen and eighteen years of service, respectively), provided that his performance for the applicable period has been evaluated as satisfactory.

Employees covered by this Salary Schedule and hired before July 1, 1987 will keep the anniversary dates that they held on July 1, 1987 for as long as they are continuously employed. Employees hired on or after July 1, 1987 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 Police Officer First Class or Police 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, officers promoted to the ranks of Police Officer First Class or Police Corporal during the promotional cycles from October, 1991 through April, 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 date on which promotions to Police Officer First Class and Police Corporal ranks become effective during the promotional cycle in October, 1993. On that date, officers who have been promoted to the ranks of Police Officer First Class and Police Corporal during the promotional cycles from October, 1991 through April, 1993 will be placed at the proper pay grades and steps for their rank. Upon promotion to the rank of Sergeant or 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).

B. 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 officer whose salary, when adjusted for the four percent (4%) cost of living adjustment, exceeds the maximum salary payable at his rank will be red-circled at that salary, and will continue to be red-circled. Further, an officer 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 officers 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 officer is at Step 14.

FY91. On their anniversary dates during FY91, an officer below the step which would be warranted by his or her years of service will be placed at that Step. An officer who was 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.

III. Scheduled Pay Rates

SCHEDULE L - EFFECTIVE JULY 1, 1991
PUBLIC SAFETY SCHEDULE OF PAY GRADES
FOR POLICE UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND

STEP	0	1	2	3	4	5	6	7	8	9
	10	11	12	13	14					
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9
	10	11	12-14	15-17	18+					
L01										
HOURLY	12.3357	12.7675	13.2143	13.6768	14.1555	14.6510	15.1637			
	15.6945	16.2438	16.8123	17.4007	18.0098	18.5501	19.1066			
	19.6798									
BIWEEKLY	986.86	1021.40	1057.15	1094.15	1132.44	1172.08	1213.10	1255.56	1299.50	
	1344.99	1392.06	1440.78	1484.01	1528.53	1574.38				
ANNUAL	25,658	26,556	27,486	28,448	29,443	30,474	31,541			

//LAND//

32,645 33,787 34,970 36,194 37,460 38,584 39,742 40,934

L02

HOURLY 13.2143 13.6768 14.1555 14.6510 15.1637 15.6945 16.2438
16.8123 17.4007 18.0098 18.6401 19.2925 19.8713 20.4674

21.0815

BIWEEKLY 1057.15 1094.15 1132.44 1172.08 1213.10 1255.56 1299.50 1344.99 1392.06
1440.78 1491.21 1543.40 1589.70 1637.39 1686.52

ANNUAL 27,486 28,448 29,443 30,474 31,541 32,645 33,787
34,970 36,194 37,460 38,771 40,128 41,332 42,572 43,849

L03

HOURLY 14.1555 14.6510 15.1637 15.6945 16.2438 16.8123 17.4007
18.0098 18.6401 19.2925 19.9678 20.6666 21.2866 21.9252

22.5830

BIWEEKLY 1132.44 1172.08 1213.10 1255.56 1299.50 1344.99 1392.06 1440.78 1491.21
1543.40 1597.42 1653.33 1702.93 1754.02 1806.64

ANNUAL 29,443 30,474 31,541 32,645 33,787 34,970 36,194
37,460 38,771 40,128 41,533 42,987 44,276 45,604 46,973

//LAND//

L04

HOURLY	15.5711	16.1161	16.6801	17.2639	17.8682	18.4935	19.1408
	19.8107	20,5041	21.2218	21.9645	22.7333	23.4153	24.1177

24.8413

BIWEEKLY	1245.69	1289.28	1334.41	1381.11	1429.45	1479.48	1531.27	1584.86	1640.33
	1697.74	1757.16	1818.66	1873.22	1929.42	1987.30			
ANNUAL	32,388	33,521	34,695	35,909	37,166	38,467	39,813		
	41,206	42,649	44,141	45,686	47,285	48,704	50,165	51,670	

L05

HOURLY	17.1282	27.7277	18.3481	18.9903	19.6550	20.3429	21.0549
	21.7918	22.5545	23.3439	24.1610	25.0066	25.7568	26.5295

27.3254

BIWEEKLY	1370.25	1418.21	1467.85	1519.23	1572.40	1627.43	1684.39	1743.35	1804.36
	1867.52	1932.88	2000.53	2060.55	2122.36	2186.03			
ANNUAL	35,627	36,874	38,164	39,500	40,882	42,313	43,794		
	45,327	46,913	48,555	50,255	52,014	53,574	55,181	56,837	

The hourly rates are the same as those that became effective July 1, 1990 as adopted by CR-11-1990. The hourly rates are the controlling rates. Biweekly rates are the hourly rates

//LAND//

multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

//LAND//

SCHEDULE L - EFFECTIVE APRIL 5, 1992

UNIFORM WAGE SCALE

FOR POLICE UNIT PERSONNEL

PRINCE GEORGE'S COUNTY, MARYLAND

STEP	0	1	2	3	4	5	6	7	8	9
	10	11	12	13	14					
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9
	10	11	12-14	15-17	18+					
L01										
HOURLY	13.1992	13.6612	14.1393	14.6342	15.1464	15.6765	16.2252			
	16.7931	17.3808	17.9892	18.6188	19.2705	19.8486	20.4440			
	21.0573									
BIWEEKLY	1055.94	1092.89	1131.15	1170.74	1211.71	1254.12	1298.02	1343.45	1390.47	
	1439.13	1489.50	1541.64	1587.89	1635.52	1684.59				
ANNUAL	27,454	28,415	29,410	30,439	31,505	32,607	33,748			
	34,930	36,152	37,417	38,727	40,083	41,285	42,524	43,799		

//LAND//

L02

HOURLY	14.1393	14.6342	15.1464	15.6765	16.2252	16.7931	17.3808
	17.9892	18.6188	19.2705	19.9449	20.6430	21.2623	21.9001

22.5572

BIWEEKLY	1131.15	1170.74	1211.71	1254.12	1298.02	1343.45	1390.47	1439.13	1489.50
	1541.64	1595.59	1651.44	1700.98	1752.01	1804.57			
ANNUAL	29,410	30,439	31,505	32,607	33,748	34,930	36,152		
	37,417	38,727	40,083	41,485	42,937	44,226	45,552	46,919	

L03

HOURLY	15.1464	15.6765	16.2252	16.7931	17.3808	17.9892	18.6188
	19.2705	19.9449	20.6430	21.3655	22.1133	22.7767	23.4600

24.1638

BIWEEKLY	1211.71	1254.12	1298.02	1343.45	1390.47	1439.13	1489.50	1541.64	1595.59
	1651.44	1709.24	1769.06	1822.13	1876.80	1933.10			
ANNUAL	31,505	32,607	33,748	34,930	36,152	37,417	38,727		
	40,083	41,485	42,937	44,440	45,996	47,376	48,797	50,261	

L04

HOURLY	16.6610	17.2442	17.8477	18.4724	19.1189	19.7881	20.4807
--------	---------	---------	---------	---------	---------	---------	---------

//LAND//

	21.1975	21.9394	22.7073	23.5020	24.3246	25.0544	25.8060		
	26.5802								
BIWEEKLY	1332.88	1379.53	1427.82	1477.79	1529.51	1583.05	1638.45	1695.80	1755.15
	1816.58	1880.16	1945.97	2004.35	2064.48	2126.41			
ANNUAL	34,655	35,868	37,123	38,423	39,767	41,159	42,600		
	44,091	45,634	47,231	48,884	50,595	52,113	53,676	55,287	
L05									
HOURLY	18.3271	18.9686	19.6325	20.3196	21.0308	21.7669	22.5287		
	23.3172	24.1334	24.9780	25.8523	26.7571	27.5598	28.3866		
	29.2382								
BIWEEKLY	1466.17	1517.49	1570.60	1625.57	1682.47	1741.35	1802.30	1865.38	1930.67
	1998.24	2068.18	2140.57	2204.78	2270.93	2339.05			
ANNUAL	38,120	39,455	40,836	42,265	43,744	45,275	46,860		
	48,500	50,197	51,954	53,773	55,655	57,324	59,044	60,815	

The hourly rates are the July 1, 1991 rates multiplied by 107%. 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.

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 shall be forty (40) hours. Although full-time employees assigned to shift work may not work exactly forty (40) hours in a workweek, the number of hours in the workweek of employees on such rotating shifts shall average forty (40) hours a week over the year.

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

Employees assigned to shift work schedules averaging 40-42 productive hours shall be eligible for a meal period, as defined by the appointing authority as established by Charter, within the productive workday.

VII. Acting Pay

When an employee below the rank of Captain is asked to assume, and does in fact assume, the duties of a Sergeant (or higher rank) in an acting capacity for a period of 10 consecutive days or more (including scheduled days off, approved holidays, approved sick leave of two (2) days or less, and approved emergency annual leave, but excluding time for which an employee is otherwise on leave status), he/she shall receive, retroactive to the first day in the acting capacity, a rate of pay equal to the rate he would receive upon promotion to the acting rank, and he/she shall continue to be paid 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, except he/she shall not receive acting pay after being on leave status for more than five (5) consecutive days, and provided further that no acting pay is authorized for any employee who is acting in the absence of another employee who is on extended approved leave for the purpose of F.O.P. 89 business.

VIII. Standby Pay

An officer who is directed by management to stand by

during off duty hours and who does stand by as directed shall receive twelve and one-half percent (12 1/2%) of the officer's base hourly straight time rate for all hours on standby, provided, however, that an officer 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.

IX. Call-Back Pay

An employee who is called back to work from off-duty and does in fact perform duties on behalf of the Prince George's County Police Department 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. However, management will attempt to schedule such hearings and/or procedures during the normal duty hours of the officer, or at a time mutually agreeable to both parties.

Where an officer is required by the Department to appear as a witness on behalf of the Department at a Trail Board or at a Joint Appeal Board pursuant to Article XVII of the Agreement (Promotion Procedures), the Department, where feasible, will adjust the officers's work schedule to permit the officer to appear during scheduled work hours. Where that is not feasible, the officer will be compensated in compensatory leave at the straight time rate for the time the officer is required by the Department to appear unless applicable Federal or State Law requires otherwise. When the Department requires an officer to attend a trial board during off duty hours as a witness on behalf of the charged officer, the witness will receive compensatory leave at the straight time rate for the time he/she is required to attend the trail board.

X. Court Time Compensation

The following provisions govern compensation for court time when an officer is off duty:

- A. When an officer is required to attend court or judicial proceedings while off duty, said officer shall be paid at time and one-half his/her normal rate of pay and shall be guaranteed a minimum of three (3) hours at time and one-half (i.e., four and one-half hours).
- B. In determining the number of hours beyond three that an officer is entitled to, the clock shall begin to run when an officer is first required by subpoena or otherwise to attend court or judicial proceedings and

shall continue without interruption throughout the day until the end of the last court appearance of the officer that day.

- C. For court time beyond three hours, the officer shall be compensated in 30 minute segments as described below:

<u>Time Beyond 3 Hours</u>	<u>Hours of Pay Pursuant to Paragraphs 2 & 3</u>
0-15 minutes	0
16-45 minutes	30 minutes
46-60 minutes	60 minutes

- D. An officer may elect to take compensatory time in lieu of compensation for all hours or partial hours earned beyond three in a day.

- E. An officer has sixty (60) days to use such court earned compensatory time. If the officer does not use or is unable to use such compensatory time within sixty (60) days or if he/she is denied the use of compensatory time on two occasions, he shall be entitled upon request to receive court time compensation payable in the manner described above.

- F. An officer involved in court or judicial proceedings during a regular assigned tour of duty and required to remain at the proceedings as an extension of his/her normal work day shall receive overtime pursuant to Section 5.08 of the Bargaining Agreement.

- G. An officer who is required to attend Court or a judicial proceeding while off duty and who would otherwise be eligible for court time compensation under Section 5.10 may elect to remain on telephone standby without compensation so long as the officer makes the necessary arrangements with the State's Attorney's Office.

XI. Holidays and Holiday Pay

The Personnel Law establishes the regular holidays for County employees including those employees covered by this Salary Schedule. Effective July 1, 1989, an additional holiday, entitled "Police Memorial Day," will be recognized and observed on May 15 of each year as a County holiday for employees covered by this Salary Schedule.

Effective July 1, 1984, eligible employees shall receive straight time pay for each of the designated holidays on which

they perform no work.

Employees eligible for holiday pay who work on a holiday shall have the option of either (a) being paid at one and one-half times their regular pay described above, but shall not receive another day off, or (b) being paid at one and one-half times their regular rate of pay for each hour worked (except overtime) and receiving another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the employee's regular overtime rate (i.e., no pyramiding).

If a holiday falls on an employee's regular day off, the employee shall receive an extra day's pay at straight time for the day, or, at the employee's option, another day off.

For Police Memorial Day and Memorial Day in FY92 and all holidays in FY93, the holiday pay provisions contained in the two subparagraphs immediately above will be adjusted as follows, with the understanding that holiday pay will "pop-back" to the current contract language on June 30, 1993:

a. If the officer works on the holiday, the officer may elect to receive one and one-half (1 1/2) times the officer's base rate of pay plus one-half (1/2) of the number of hours in the officer's normal daily work schedule in annual leave or to receive straight time for hours worked plus compensatory leave at the straight time rate for hours worked plus compensatory leave at the straight time rate for hours worked plus annual leave for one-half of the number of hours worked; and,

b. If the holiday falls on the officer's normally scheduled day off, the officer will receive no pay for the holiday but will receive one-half (1/2) of the number of hours in the officer's normal daily work scheduled in annual leave.

A. Holiday Work Scheduling

1. Bargaining unit members assigned to work shift work in the Bureau of Patrol are entitled to the opportunity to work all holidays on which they are normally scheduled to work, and will be paid for those holidays actually worked pursuant to the provisions of the Contract.

2. Bargaining unit members assigned to the Bureau of Support Services, except for the Informational Services Division, are entitled to the opportunity to work at least seven (7) holidays during each fiscal year, provided that the holidays fall on their regularly scheduled work days, and will be paid for those holidays actually worked

pursuant to the provisions of the Contract. The determination as to which observed holidays bargaining unit members covered by this paragraph are actually scheduled to work will be determined by the Department, consistent with operational needs. The seven (7) holidays referenced in this paragraph are meant as a minimum, and officers covered by this paragraph may be scheduled by management to work more than seven (7) holidays in a year when needed.

3. Bargaining unit members assigned to the Bureau of Administration, the Informational Services Division, the Office of the Chief, or the Bureau of Patrol in a non-rotating shift function, are entitled to the opportunity to work at least four (4) holidays during each fiscal year and will be paid for those holidays actually worked pursuant to the provisions of this paragraph. The determination as to which observed holidays bargaining unit members covered by this paragraph are actually scheduled to work will be determined by the Department, consistent with operational needs.

B. Holiday Observance

Whenever Christmas Day, New Year's Day or July 4th 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 treated as working on a holiday for purposes of paragraph A above. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to paragraph A benefits only as to the first such day worked.

XII. Overtime Pay

Any employee, in either bargaining unit, who works in excess of eighty (80) hours in a pay period, shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour, or receiving compensatory time at the rate of one and one-half (1 1/2) hours for each hour worked.

XIII. Shift Differential

A. Effective the first full pay period beginning on or after July 1, 1989, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid

for all time worked on the first shift (i.e., the night shift - 2200 hours to 0800 hours) to each employee specifically assigned to work the first shift.

- B. Effective the first full pay period beginning on or after July 1, 1990, a shift differential of two dollars (\$2.00) per hour shall be paid for all time worked on the first shift to each employee specifically assigned to work the first shift.
- C. Effective the first full pay period beginning on or after July 1, 1989, a shift differential of seventy-five cents (75¢) per hour shall be paid for all time worked on the third shift to each employee specifically assigned to work the third shift.
- D. Effective the first full pay period beginning on or after July 1, 1990, a shift differential of eighty-five cents (85¢) per hour shall be paid for all time worked on the third shift to each employee specifically assigned to work the third shift.
- E. Effective the first full pay period beginning on or after July 1, 1991, a shift differential of ninety-five cents (95¢) per hour shall be paid for all time worked on the third shift to each employee specifically assigned to work the third shift.
- F. The shift differential provided for in Article V of the contract shall not be considered to be part of the employee's base rate, nor shall they be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall they be used for the purpose of computing retirement deductions, retirement and insurance benefits, or educational incentive pay.
- G. 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.
- H. Any employee specifically assigned to the second shift (i.e., the day shift - 0700 hours to 1700 hours) shall not be entitled to a shift differential.

XIV. Leave Provisions

A. F.O.P. 89 Members Leave

Subject to the conditions set forth herein, employees

covered by this Salary Schedule may be granted administrative leave for official F.O.P. business, including attendance at workshops, conventions, conferences and seminars. In order for this leave to be granted, the President of F.O.P. 89 must deliver to the Chief of Police a written request for the leave at least ten (10) working days before the leave is to begin, except that the ten (10) day period shall be waived where there exist exigent circumstances that prevent giving ten (10) days of notice, and then the request must be submitted as soon as possible. The written notice must also, at a minimum, specify the employees for whom the leave is requested, the duration of the leave period and a brief description of the nature of the event for which this leave is requested.

Administrative leave shall be limited to six (6) F.O.P. 89 members for the purpose of attending national conventions and conferences and to eight (8) F.O.P. 89 members for the purpose of attending local and state conventions and conferences per fiscal year.

The County will provide an administrative leave bank of seven hundred fifty (750) hours per fiscal year for use pursuant to Section 2.03 of the Collective Bargaining Agreement. No administrative leave will be granted pursuant to Section 2.03 when the seven hundred fifty (750) hours has been used up during a fiscal year, and any unused balance in the bank at the close of the fiscal year may not be carried forward for use during the next year. All requests for administrative leave pursuant to this Section 2.03 are subject to the approval of the Chief of Police or his designee. The parties agree that the F.O.P. will not request administrative leave under this section for business or activities that are detrimental to the Department.

B. The President of F.O.P. 89 shall be granted a full-time leave of absence from his duties for the Police Department, but shall remain on the payroll of the Police Department for the purposes of performing full-time duties as President of F.O.P. 89. During such paid leave, the President shall continue to accumulate seniority and shall receive all benefits as if he were fully on duty including, but not limited to, pension accruals and fringe benefits.

C. If the F.O.P. 89 President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the F.O.P. 89 President may designate in writing to the County an F.O.P. 89 Board member who shall act as F.O.P. 89 President in his absence. The County agrees that upon receipt of written designation by the F.O.P. 89 President, the County will place on administrative leave the F.O.P. 89 Board member so designated by the F.O.P. 89 President in lieu of the President for each day that leave is announced.

D. Sick and Death Leave

Sick and Death Leave policies shall be administered in accordance with the Personnel Law. That is, all full-time employees earn 4 1/2 hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns 15 days of sick leave each year throughout the duration of County Service. Each such day shall constitute 8 hours.

E. Annual Leave

1. Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law, that is, full-time employees shall earn annual leave on the following basis:

	Zero (0) through three (3)	Four (4)
	hours per	pay period
	years of service	
hours per	Four (4) through fifteen (15)	Six (6)
	years of service	pay period
		with periodic adjustment to ensure that each employee earns 20 days
	After fifteen (15) years of	Eight
	(8) hours per	

service and above

pay period

2. Beginning with the 1992 leave year (i.e., 1992 into 1993) a maximum of one hundred twenty-five (125) days of accumulated annual leave may be carried over from one leave year to the next by employees covered by this Schedule.

F. Personal Leave

One personal leave day shall be granted to all employees eligible for annual leave.

G. Discretionary Leave

1. Effective July 1, 1984, employees covered by this Schedule shall be eligible for one (1) day of Discretionary Leave per fiscal 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.

2. Effective July 1, 1985, employees covered by this Schedule who have been employed as Prince George's County Police Officers for ten (10) or more years shall be eligible for one (1) day of Discretionary Leave per fiscal year in addition to the one (1) day of Discretionary Leave described in Paragraph 1 above, subject to the same limitations described in Paragraph 1 above.

H. Disability Leave

Effective July 1, 1987, Disability Leave policies shall be administered in accordance with the Personnel Law, provided, however, that for good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to an officer who has petitioned the Police Chief and has received the Chief's recommendation for additional leave. The County will not automatically disqualify from disability leave (IOJ) an employee who has received a permanent partial award under workmen's compensation.

Effective with the enactment of the new labor agreement for FY90, the Department will designate someone from management who will have responsibility for making a preliminary determination as to whether an injury qualifies for disability leave. The Department will make good faith efforts to make the determination within two

(2) working days after all reports and necessary documentation are submitted for review.

When an employee is injured on the job and unable to work, the employee will be placed on disability leave. 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.

I. 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 Agreement 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.

The F.O.P. will be notified of all delayed openings and emergency closings and a teletype will be initiated.

J. Administration of Leave

The provisions governing the administration of the above types of leave, as well as other types of leave, (holiday, administrative, military, military leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and applicable

Administrative Procedures.

XV. Education Incentive

Section 1. Policy

It is the opinion of Prince George's County and F.O.P. 89 that a program of tuition assistance and education incentive serves to attract superior personnel to the Prince George's County Police Department and to further develop and upgrade the present law enforcement system in the County. The parties agree that the program and its established guidelines encourage all police officers to seek and attain academic degrees and higher levels of education and training.

Section 2. Approved Schools

All coursework for which tuition assistance is approved, must be taken at the University of Maryland or Prince George's Community College; except that tuition assistance may be approved for coursework taken elsewhere, provided:

- 1) The tuition assistance payment does not exceed the non-County resident tuition fee for Prince George's Community College.
- 2) Previous approval of the Police Chief has been obtained.

Section 3. Approved Curricula

Coursework for the Education Incentive Pay program must lead to one of the following degrees: Associates, Bachelors or graduate in -

Police Science or Administration;
Criminology; Business or Public Administration; or
other curricula approved by the Chief of Police.

In addition, any degree other than those identified above may be accepted by the Chief of Police; provided that if at least eighteen (18) credit hours are taken in direct job-related courses, the degree shall be accepted by the Chief of Police.

Section 4. EIP Program A

a. Employees employed as of July 1, 1978 who have received college credits and/or are receiving Education Incentive Pay prior thereto shall be covered by EIP Program A, which provides for the following method of compensation:

15-29 college credits 5% increase - base salary

30-59 college credits	7.5% increase - base salary
60 or A.A.	10% increase - base salary
B.A./B.S.	15% increase - base salary
B.A./B.S. + 30 grad. hrs. or M.A./M.S.	20% increase - base salary

b. Employees receiving as of June 30, 1978 EIP benefits shall retain those benefits for the duration of this Agreement regardless of the degree of curriculum.

c. Subsequent to July 1, 1978, once an employee satisfactorily completes the coursework required to achieve the next higher benefit level in Program A, he shall thereafter retain the higher benefit.

Section 5. EIP Program B

a. Employees employed as of July 1, 1978 who are not eligible for EIP under Section 4 above and employees employed after such date shall be subject to EIP Program B, which provides for the following method of compensation:

<u>Credit Hours Earned</u> ^{1/}	<u>Compensation</u>	<u>Status</u> ^{2/}
15-29 college credits	2.5% increase base salary	Temporary
30-59 college credits	5% increase base salary	Temporary
<u>2/</u> 60 credits or A.A.	5% increase base salary	Permanent
B.A./B.S.	10% increase base salary	Permanent

1/ Credit hours or their equivalent as established by the respective school.

2/ To be temporarily compensated subject to continuation of education; i.e., taking at least 1 course per each 12 consecutive month period.

b. In order to receive benefits under Program B, an employee must pursue an approved degree as identified in Section 3.

c. In order to receive benefits under Program B, employees must maintain academic good standing, provided that once an employee satisfactorily completes an A.A. degree or 60 credit hours, he shall thereafter retain those benefits.

Section 6. Eligibility for E.I.P.

a. Any employee who is not presently receiving education incentive pay but who has successfully completed at least one course in an approved curricula by July 23, 1981 (see Section 15.03 of the existing agreement) while an employee of the

department shall be eligible for EIP Program B benefits if he or she completes the required number of credits on or before June 30, 1982.

b. Any employee who is not presently receiving education incentive pay and who has not successfully completed at least one course in an approved curricula while an employee of the department by July 23, 1981, shall not be eligible for any EIP program.

c. Any employee receiving education incentive pay or eligible to receive education incentive pay as of June 30, 1982 shall have such education incentive pay frozen at the applicable dollar amount effective June 30, 1982. Thereafter, each such employee shall continue to receive as education incentive pay the dollar amount existing on June 30, 1982.

XVI. Unused Sick Leave Credit and Refunds

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, or the right of retaining this 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). The number so obtained shall be further multiplied by a fraction, the numerator of which shall be the number of years of actual service as a Prince George's County Police Officer and the denominator of which shall be twenty (20). However, if an officer with less than twenty (20) years of actual service terminates employment as a result of death or disability, he shall receive a fifty percent (50%) cashout of unused sick leave regardless of years of service.

Employees covered by this Salary Schedule who have accrued sick leave balances in excess of 480 hours may elect to sell up to eighty (80) hours of such excess sick leave one time each year back to the County under the following conditions:

- A. The employee must make a request to cash in sick leave with the Office of Finance within thirty (30) days of the employee's anniversary date;
- B. during the one year period preceding the request, the employee has not used more than twelve (12) days of sick leave; and,
- C. sick leave cashed in will be refunded on the basis of one hour of pay for every two hours of sick leave

cashed in.

During the period from July 1, 1991 through June 30, 1993, the sale of excess sick leave pursuant to this paragraph is suspended.

Additionally, employees may elect to have the total amount of their sick leave refund paid into deferred compensation.

Employees covered by this Salary Schedule are also eligible to participate in the County's Dedicated Attendance Award Program.

XVII. Contribution to Retirement Trust Fund

Effective the first full pay period beginning in July 1987, the employee contribution to the Retirement Trust Fund shall be five and one-half percent (5 1/2%) of salary. Effective the first full pay period beginning in July 1988, the employee contribution to the Retirement Trust Fund shall be five percent (5%) of salary.

XVIII. Clothing Allowance

A. All clothing allowances provided for herein are for the purchase of clothing and leather goods to supplement the uniform items issued to bargaining unit members, routine uniform maintenance, and replacement of uniform items rendered unserviceable through normal wear and tear. Replacement of uniform items damaged during the performance of duty will be accomplished pursuant to departmental policy. New uniform items required by a change in the uniform will be provided by the Department at no cost to the officer. Blue utility uniforms may be worn by officers working on the first shift (i.e., midnight shift - 2200 to 0800) in accordance with departmental regulations. Officers who elect to wear blue utility uniforms on the first shift are responsible for the purchase, care, upkeep and replacement of the uniforms. All clothing allowances paid pursuant to this Article shall be disbursed in advance in two (2) equal installments in July and January of the applicable fiscal year.

B. A clothing allowance of eight hundred twenty-five dollars (\$825) shall be disbursed in each year of the Agreement. Notwithstanding the previous sentence, during fiscal years 1992 and 1993 (July 1, 1991 through June 30, 1993) employees will be paid one half (1/2) of the regular clothing allowance referenced in the preceding sentence, i.e., four hundred twelve dollars and fifty cents (\$412.50) per fiscal year.

XIX. TEC Pay

There is one category of TEC pay which shall be paid to members of the E.S.T. unit, officers on motorcycle duty, and canine handlers. TEC pay shall be increased to the total amount of six hundred fifty dollars (\$650) per year, per qualifying officer, and shall be paid in two (2) equal installments at the same times the clothing allowance is paid.

The County will pay breathalyzer operators two hundred dollars (\$200.00) per year, per qualifying officer, which shall be paid in two equal installments at the same time the clothing allowance is paid.

Qualifying employees shall be those assigned to the units referenced above as of the first day of the month in which payments are to be made. TEC pay shall not apply to those assigned to the scooter patrol.

XX. Field Training Officer Compensation

Employees covered by this Salary Survey who are assigned to the field training officer program shall receive four hundred dollars (\$400) upon successful completion of their assignment as Field Training Officers.

XXI. Fitness Indicator Test (FIT) Program.

Based on the standards in effect on March 1, 1989, the County will compensate employees who pass (minimum score of two (2)) the four (4) objective components (run, sit-ups, push-ups and flexibility) of the annual Fitness Indicator Test according to the following schedule:

Average score of 3 or better -- \$100
Average score of 4 or better -- \$200
Average score of 5 or better -- \$400

Additionally, any employee hired after December 31, 1989 must pass annually all eight (8) components of the FIT Program with at least a score of 2 in each of the eight (8) areas (based on the standards in effect on March 1, 1989) in order to receive an anniversary merit increase in pay and in order to be eligible for promotion.

Furthermore, within ninety (90) days following enactment of the Bargaining Agreement, the Joint County/F.O.P. 89 FIT Committee shall submit to the Chief of Police recommendations regarding the purchase of additional exercise equipment at the six District Stations, SOD and the Academy.

XXII. Death and Disability Benefits

The County will administer Death and Disability benefits in accordance with the Personnel Law and Article 101 of the Annotated Code of Maryland.

Effective July 1, 1987, the five thousand dollar (\$5,000) accidental death insurance policy the County maintains for employees covered by this Salary Plan shall be payable in the amount of fifty thousand dollars (\$50,000) to an employee's designated beneficiary should the officer be killed in the line of duty.

XXIII. Additional Grade Step

For those employees who were reallocated from the classes of Detective and Detective First Class to Police Officer First Class and Corporal as a result of CB-155-1973, the Employer agrees to expand by one (1) the number of steps for the pay grade assigned to Police Officer First Class and Corporal classes. This section applies only to those employees who were affected by the above noted classification plan amendment, and ceases to be effective upon the employee's reallocation or promotion to a grade equivalent to or greater than the employee's grade prior to January 6, 1974.

XXIV. Group Health Insurance

A. Effective with contributions in June 1992 for coverage beginning in July 1992 the Employer shall contribute eighty percent (80%) to the cost of the County's high option health insurance program (County Care Choice) and the employee will contribute the remaining twenty percent (20%). Effective with contributions in June 1993 for coverage beginning in July 1, 1993, the Employer shall contribute seventy-five percent (75%) of the cost of County Care Choice, and the employee shall contribute the remaining twenty-five percent (25%).

B. For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), the Employer's contribution shall be equal to the Employer's dollar contribution to the high option health insurance program in A above. Participating employees shall contribute the dollar difference between the total contribution and the employer's contribution.

C. Effective the first premium deduction date after legislative enactment of this Schedule, the Employer shall contribute 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 10%.

D. A Dental Plan is available for all County employees. The employee pays the entire cost. During the open enrollment

period for coverage beginning in July 1993, employees will be permitted to withdraw from the County dental plan.

XXV. Life Insurance

The County shall pay one hundred percent of the monthly premium for the County life insurance coverage as authorized and in accordance with Section 16-212 of the Personnel Law.

XXVI. 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.

XXVII. 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.

XXVIII. Incentive Awards

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

XXIX. Non-Base Salary Payment for Applicants Appointed to the Position of Police Officer

Pursuant to written procedures established by the Chief Administrative Officer, applicants appointed to the position of Police Officer may be paid a non-base salary payment of up to four thousand dollars (\$4,000) in recognition of attainment of college level course credits, and a non-base salary payment of up to one thousand dollars (\$1,000) for joining the Prince George's County Police Department.

XXX. Pay Plan Policy Statement

It is the policy of the County that benefits afforded to employees in the Salary Schedule are governed by the specific salary schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any 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.

NOTE: The attached Amendment to Memorandum of Understanding is available in hard copy only.