### COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND 2023 Legislative Session

Resolution No.	CR-010-2023						
Proposed by	The Chair – (by request – County Executive)						
Introduced by	Council Members Dernoga, Harrison, Hawkins, Franklin, Fisher, Oriadha, and Ive						
Co-Sponsors	Council Member Watson						
Date of Introdu	ction February 28, 2023						
	RESOLUTION						
A RESOLUTION	concerning						
	Compensation and Benefits,						
Deputy She	eriff's Association of Prince George's County, Inc. (Civilian Employees),						
	Salary Schedule Z						
For the purpose of	f amending the Salary Plan of the County to reflect the terms of an agreement						
between Prince G	eorge's County, Maryland and the Deputy Sheriff's Association of Prince						
George's County,	Inc. (Civilian Employees).						
WHEREAS,	pursuant to Section 903 of Article IX of the Prince George's County Charter						
and Section 16-12	5(a) of the Prince George's County Code, amendments to the County's Salary						
Plan are to be sub	mitted 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	t the terms of the labor agreement by and between Prince George's County,						
Maryland and the	Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units).						
NOW, THE	REFORE, BE IT RESOLVED by the County Council of Prince George's						
County, Maryland	I, that Salary Schedule Z submitted and recommended by the County Executive						
on February 15, 2	on February 15, 2023, which is attached hereto and made a part hereof, setting forth the						
following modific	following modifications: cost of living adjustments for fiscal years 2023 and 2024, merit						
increases for both	fiscal years, increases to certain special salary rates such as shift differential,						
trainer pay and in	trainer pay and interpreter pay, the addition of notary service pay, increase to clothing allowance						
and a modification	and a modification to the discretionary leave benefit be and the same is hereby approved.						
BE IT FURT	BE IT FURTHER RESOLVED that this Resolution shall take effect on the date it is						

adopted and unless stated otherwise in a specific provision of the Salary Schedule, shall be

1	retroactively effective to July 1, 2022.
	Adopted this 11th day of April, 2023.
	COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
	BY:
	Thomas E. Dernoga Chair
	ATTEST:
	Danie I Branie
	Donna J. Brown Clerk of the Council

### SALARY SCHEDULE Z SCHEDULE OF PAY GRADES

## DEPUTY SHERIFF'S ASSOCIATION OF PRINCE GEORGE'S COUNTY, INC. (DSA) CIVILIAN EMPLOYEES

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2022 – JUNE 30, 2024

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#### 1. CIVILIAN UNIFORM WAGE SCALE

DSA Civilians Uniform Wage Scale

Alpha	A	В	C	D	$\mathbf{E}$	F	$\mathbf{G}$	H	Ι	J	K	L	M	N	O	P	Q	R	$\mathbf{S}$	T	U
Step#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Years of Svc.	<1	1	2	3	4	5	6	7	8	9	10	11	12	13		17- 18					

#### A. Pay Plan Description

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

#### 2. 21 Step Plan - Described as follows:

- a. Steps A (#1) of grades Z6-Z19 are the same rates as the existing MIN rates which became effective on April 8, 2001 and as further increased by a base wage adjustment of two percent (2%) on July 1, 2001. Steps A (#1) of grades Z20-Z25 have been derived by multiplying the MIN rate of grade Z19 (as further increased by a two percent (2%) base wage adjustment) by five percent (5%) successively through Step A of grade Z25.
- b. Steps B (#2) through Steps N (#14) were derived by multiplying Steps A (#1) successively for grades Z6-Z25 by one hundred three and one-half percent (103 1/2%) through Steps N (#14).
- c. Steps O (#15) through Steps U (#21) were derived by multiplying Steps N (#14) successively for grades Z6-Z25 by one hundred three percent (103%) through Step U (#21).
- d. Effective July 1, 2003, the increments from Steps N-O, O-P, P-Q, Q-R and R-S on the Uniform Wage Scale in effect June 30, 2003 will increase from three percent (3%) to three and one-half percent (3 1/2%).
- 3. Completed years of service for purposes of this pay plan shall be determined by using an employee's date of hire as reflected on the employees Personnel Information Document (PID).
- 4. Effective July 1, 2005, the Salary Schedule Z will become a Min-Max Schedule and the current Step A becomes the Min rate and current Step U becomes the new Max rate on all grades. An employee will be eligible to advance to the next step for his/her grade on his/her anniversary date at the rate of one (1) three and one-half percent (3 1/2%) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.
- 5. Effective July 1, 2007, no employee in the bargaining unit shall be paid less than the Prince George's County Living Wage as from time to time determined. The Living Wage is not subject to COLAs or merit increases. Employees paid under this provision of the Agreement

will not receive additional cost of living or merit increases unless the wage rate contained in the Agreement for their assigned position, as COLAs and merit increases are added, is above the County Living Wage, at which time the wage rate contained in the Agreement will apply.

- 6. Effective July 1, 2008, the Max rate will be increased by three and one-half percent (3.5%).
- 7. Effective October 6, 2013, the minimum and maximum rates will be increased by two and one-half percent (2.5%). Effective October 5, 2014, the minimum and maximum rates will be increased by two and one-half percent (2.5%).
- 8. Effective July 1, 2017, the maximum rates will be increased by three and one-half percent (3-1/2%). Effective the first full pay period of October 2017, the minimum and maximum rates will be increased by two percent (2%) in accordance with COLA for Fiscal Year 2018.
- 9. Effective July 1, 2018, the County will eliminate Grade Z06 and Grade Z07. The minimum salary for Grade Z08 will be set at \$14.40 in accordance with the County Living Wage and all other steps in the pay scale will be adjusted accordingly.
- 10. Effective July 1, 2018, the maximum rates will be increased by three and one-half percent (3.5%).
- 11. Effective the first full pay period in January 2022, the maximum rates will be increased by three and one half percent (3.5%). Employees who were at the maximum of the scale, but would have otherwise been eligible for a merit increase between July 1, 2021 and the date of the increase, will receive the 3.5% increase in the first full pay period of 2022.

#### B. Placement and Movement on the Civilian Uniform Wage Scale

- 1. Effective July 1, 2001, after employee salaries as of June 30, 2001 have been increased by two percent (2%), employees will be placed on the Uniform Wage Scale at the step reflecting their new salary, or if no such step exists, at the next step above such new salary. Notwithstanding the above, employees whose annual salary after the two percent (2%) increase exceeds a step on the Uniform Wage Scale by fifty dollars (\$50) or less will be placed on such step.
- 2. During Fiscal Year 2002, any employee who has not advanced to the step on the Uniform Wage Scale that would otherwise have been warranted by his/her completed years of service as of January 1, 2002 (minus a two (2) year lag because of the lack of credit toward merit increases during FY96 and FY97, if applicable) will be placed on that step effective the first full pay period beginning on or after January 1, 2002 (i.e., January 13, 2002). However, an employee whose years of service (after adjustment) would otherwise, as a result of proper placement as described above, warrant his/her advancement by more than a single step, will advance no more than one step on January 1, 2002.
  - 3. In addition to the above, on their anniversary dates during Fiscal Year 2002 and

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

- 4. Employees who are placed on the scale at Step O (#15) or above, which step exceeds their years of service will not advance to the next step until warranted by the completed years of service (after adjustment).
- 5. Employees hired on or after July 1, 1996 will not have to adjust their years of service after reaching Step N.
- C. <u>Promotions and Demotion</u> Effective July 1, 2005, upon promotion or demotion an employee's salary will be increased or decreased, as applicable, by five percent (5%) for every grade movement.
- D. <u>Anniversary Dates</u> Employees covered by this Salary Schedule and hired before July 1, 1997 will keep the anniversary dates that they held on July 1, 1997 for as long as they are continuously employed. Employees hired on or after July 1, 1997 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Employees transferred (lateral transfer, promotion, demotion) on or after July 1, 2003, into this bargaining unit, will have as their anniversary date the initial appointment date with the Office of the Sheriff.
- E. The rules for placement of current employees on the Uniform Wage Scale in subsection A above shall also apply to Investigator I and II and Administrative Assistants I, II, and III who are included in the bargaining unit during FY01 or FY02.

#### 2. SCHEDULED PAY RATES

# SALARY SCHEDULE Z DEPUTY SHERIFF'S ASSOCIATION (CIVILIAN UNITS) UNIFORM WAGE SCALE PRINCE GEORGE'S COUNTY, MARYLAND EFFECTIVE NOVEMBER 6, 2022 – 3.0% COLA

GRADE	MIN	MAX
<b>Z08</b>		
HOURLY	15.3178	27.5758
BI-WEEKLY	1225.42	2206.06
ANNUAL	31,861	57,358
<b>Z</b> 09		
HOURLY	16.0838	28.9544
BI-WEEKLY	1286.71	2316.35
ANNUAL	33,454	60,225
Z10		
HOURLY	16.8880	30.4023
BI-WEEKLY	1351.04	2432.19
ANNUAL	35,127	63,237
<b>Z11</b>		
HOURLY	17.7323	31.9216
BI-WEEKLY	1418.59	2553.73
ANNUAL	36,883	66,397
<b>Z12</b>		
HOURLY	18.6192	33.5181
BI-WEEKLY	1489.54	2681.45
ANNUAL	38,728	69,718
Z13		
HOURLY	19.5502	35.1933
BI-WEEKLY	1564.02	2815.47
ANNUAL	40,664	73,202
<b>Z14</b>		
HOURLY	20.5277	36.9532
BI-WEEKLY	1642.22	2956.26
ANNUAL	42,698	76,863

GRADE	MIN	MAX
Z15		
HOURLY	21.5537	38.8013
BI-WEEKLY	1724.30	3104.10
ANNUAL	44,832	80,707
<b>Z</b> 16		
HOURLY	22.6318	40.7415
BI-WEEKLY	1810.54	3259.32
ANNUAL	47,074	84,742
<b>Z17</b>		
HOURLY	23.7633	42.7782
BI-WEEKLY	1901.06	3422.25
ANNUAL	49,428	88,979
<b>Z18</b>		
HOURLY	24.9513	44.9169
BI-WEEKLY	1996.10	3593.35
ANNUAL	51,899	93,427
<b>Z19</b>		
HOURLY	26.1986	47.1636
BI-WEEKLY	2095.89	3773.09
ANNUAL	54,493	98,100
<b>Z20</b>		
HOURLY	27.5089	49.5217
BI-WEEKLY	2200.71	3961.74
ANNUAL	57,219	103,005
<b>Z21</b>	20.0041	51.0077
HOURLY	28.8841	51.9977
BI-WEEKLY	2310.73	4159.81
ANNUAL	60,079	108,155
<b>Z</b> 22		
HOURLY	30.3285	54.5974
BI-WEEKLY	2426.28	4367.79
ANNUAL	63,083	113,563

GRADE	MIN	MAX
Z23		
HOURLY	31.8448	57.3274
BI-WEEKLY	2547.59	4586.19
ANNUAL	66,237	119,241
<b>Z24</b>		
HOURLY	33.4374	60.1941
BI-WEEKLY	2674.99	4815.53
ANNUAL	69,550	125,204
<b>Z</b> 25		
HOURLY	35.1091	63.2039
BI-WEEKLY	2808.73	5056.31
ANNUAL	73,027	131,464

The minimum and maximum hourly rates are the January 2, 2022 rates multiplied by 1.03. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

# SALARY SCHEDULE Z DEPUTY SHERIFF'S ASSOCIATION (CIVILIAN UNITS) UNIFORM WAGE SCALE PRINCE GEORGE'S COUNTY, MARYLAND EFFECTIVE FEBRUARY 11, 2024 – 4.25% COLA

GRADE	MIN	MAX
Z08		
HOURLY	15.9688	28.7477
BI-WEEKLY	1277.50	2299.82
ANNUAL	33,215	59,795
Z09		
HOURLY	16.7674	30.1850
BI-WEEKLY	1341.39	2414.80
ANNUAL	34,876	62,785
Z10		
HOURLY	17.6058	31.6944
BI-WEEKLY	1408.46	2535.55
ANNUAL	36,620	65,924
Z11		
HOURLY	18.4860	33.2782
BI-WEEKLY	1478.88	2662.26
ANNUAL	38,451	69,219
Z12		
HOURLY	19.4105	34.9426
BI-WEEKLY	1552.84	2795.41
ANNUAL	40,374	72,681
Z13		
HOURLY	20.3811	36.6890
BI-WEEKLY	1630.49	2935.12
ANNUAL	42,393	76,313

GRADE	MIN	MAX
Z14		
HOURLY	21.4001	38.5237
BI-WEEKLY	1712.01	3081.90
ANNUAL	44,512	80,129
Z15		
HOURLY	22.4698	40.4503
BI-WEEKLY	1797.58	3236.03
ANNUAL	46,737	84,137
<b>Z16</b>		
HOURLY	23.5936	42.4730
BI-WEEKLY	1887.49	3397.84
ANNUAL	49,075	88,344
Z17		
HOURLY	24.7732	44.5963
BI-WEEKLY	1981.86	3567.70
ANNUAL	51,528	92,760
Z18		
HOURLY	26.0117	46.8259
BI-WEEKLY	2080.93	3746.07
ANNUAL	54,104	97,398
<b>Z19</b>		
HOURLY	27.3121	49.1681
BI-WEEKLY	2184.97	3933.44
ANNUAL	56,809	102,270
Z20		
HOURLY	28.6781	51.6264
BI-WEEKLY	2294.24	4130.11
ANNUAL	59,650	107,383
<b>Z21</b>		
HOURLY	30.1116	54.2076
BI-WEEKLY	2408.93	4336.61
ANNUAL	62,632	112,752

GRADE	MIN	MAX
<b>Z</b> 22		
HOURLY	31.6175	56.9178
BI-WEEKLY	2529.40	4553.43
ANNUAL	65,764	118,389
Z23		
HOURLY	33.1982	59.7638
BI-WEEKLY	2655.86	4781.11
ANNUAL	69,052	124,309
Z24		
HOURLY	34.8585	62.7523
BI-WEEKLY	2788.68	5020.19
ANNUAL	72,506	130,525
Z25		
HOURLY	36.6013	65.8900
BI-WEEKLY	2928.10	5271.20
ANNUAL	76,131	137,051

The minimum and maximum rates are the November 20, 2022 rates multiplied by 1.0425%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

#### 3. COST OF LIVING ADJUSTMENTS

#### A. Fiscal Year 2023

Effective the first full pay period in November 2022 employees shall receive a 3.0% cost-of-living increase (COLA). The minimum and maximum rates will be increased by the amount of the cost-of-living-increase (COLA).

#### B. Fiscal Year 2024

Effective the first full pay period after February 1, 2024 employees shall receive a 4.25% cost-of-living increase (COLA). The minimum and maximum rates will be increased by the amount of the cost-of-living-increase (COLA).

#### 4. MERIT INCREASES

A. Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2022 through June 30, 2023 (i.e. Fiscal Year 2023), will receive a regular merit increase on their initial hire/rehire anniversary date in FY 2023.

B. Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2023 through June 30, 2024 (i.e. Fiscal Year 2024), will receive a regular merit increase on their initial hire/rehire anniversary date in FY 2024.

#### 5. WORKWEEK

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

#### 6. WORK SCHEDULES

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

#### 7. DESIGNATION OF MEAL PERIODS

- A. Except for employees assigned to rotating shift work schedules, any employee who works five (5) or more hours in any workday shall receive an unpaid one-half (1/2) hour meal period during that workday.
- B. Employees assigned to rotating shift work schedules averaging 40 42 productive hours shall be eligible for a meal period, as defined by the Appointing Authority, within the productive workday.

#### 8. CALLBACK PAY

- A. If the Sheriff or his/her designee requires an employee to return to work to perform duties on behalf of the Prince George's County Office of the Sheriff during the employees normal off-duty hours, the County will pay the employee for a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay. However, an employee who is called back to active duty under this provision shall only be entitled to receive compensation for one (1) three (3) hour call back during any eight (8) hour period. An employee called back more than once during an eight (8) hour period shall receive compensation for the actual hours worked at one and one-half (1 1/2) times the employees hourly base rate of pay.
- B. If an employee is called at home by the Sheriff or his/her designee and required to work at home on behalf of the Department during his/her normal off-duty hours, he/she will be compensated for the work performed at the overtime rate based on half hour increments (0-30 minutes = one-half hour, 31-60 minutes = one hour).
- C. This provision shall not apply to administrative hearings or disciplinary procedures or any other previously scheduled assignment.

#### 9. HOLIDAY PAY

- A. Eligible employees shall receive straight time pay for each designated holiday on which they are scheduled to work but on which they perform no work.
- B. Employees eligible for holiday pay who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular overtime rate (i.e., no pyramiding). In the event that a holiday falls on the employee's regular day off, the employee shall receive another day off.
- C. All employees must be in pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay.
- D. Employees covered by this Salary Schedule will observe regular County holidays on the same dates as the Courts observe them even when the County's date of observance is different. Whenever Christmas Day, New Year's Day or Independence Day falls on a weekend and is celebrated by the County on the preceding Friday or following Monday, employees who work either on the day the holiday falls or on the day it is celebrated shall be entitled to holiday pay. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to holiday pay only as to the first such day scheduled to work.
- E. The holidays established by the Personnel Law are listed below:

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

#### 10. POLICE MEMORIAL DAY

- A. Employees covered by this Salary Schedule who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section 9, Holiday Pay, above.
- B. When Police Memorial Day falls on a Saturday, it shall also be observed on the previous Friday. When Police Memorial Day falls on a Sunday, it shall also be observed on the following Monday. Employees who work both the day the holiday falls on and the day it is observed shall be entitled to provisions in paragraph B Holiday Pay (above) benefits only as to the first such scheduled day of work.

#### 11. OVERTIME

Employees will be compensated at the rate of one and one-half (1.5) times their regular rate of pay for each hour, of fifteen (15) minute fraction thereof, they are required to work at the direction of a supervisor in excess of forty (40) hours in a workweek. At the option of the employee, and with the approval of the County (which will not be unreasonably withheld), an employee eligible for compensatory time under applicable law may elect to receive compensatory leave at the rate of one and one half (1.5) hours for each overtime hour worked. All leave with pay shall be considered time worked in the computation of overtime.

#### 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 Office of the Sheriff, an employee covered by this Salary Schedule is subpoenaed to appear in Court and does personally appear and checks in pursuant to applicable Court procedure(s) on the employee's day off, the employee will be paid a minimum of three (3) hours pay at the overtime rate.

#### 14. TRAINER PAY

Effective the first full pay period in July 2022, employees who are assigned to provide on-the-job training for employees, designed to be five (5) days or more in duration and excluding training provided by the immediate supervisor of the employee receiving the training, will receive a payment of two dollars and seventy-five cents (\$2.75) per hour. Effective the first full pay period in July 2023, the payment will increase to two dollars and ninety cents (\$2.90) per hour. Bargaining unit employees who are asked to conduct a training session that is outside of their regular job responsibilities will receive Trainer pay for the duration of the class sessions.

#### 15. INTERPRETER PAY

Effective July 1, 2007, the County, with the participation of the DSA, will develop testing procedures to measure an employee's conversational proficiency in selected languages other than English. An employee who passes such test will be certified as an interpreter in the language tested and will be assigned to interpret that language as part of his/her job duties.

Effective the first full pay period in July 2022, employees will receive a lump sum payment of seven hundred and eighty dollars (\$780.00) per year beginning within thirty (30) days following their certification. Employees certified in sign language will receive this lump sum payment within ninety (90) days following such certification, and yearly thereafter.

#### 16. NCIC TRAINER CERTIFICATION PAY

Effective July 2021, employees who maintain MPCTC NCIC Instructor Certification and who are available to train other employees will receive a lump sum payment of \$700 per year during the first full pay period of the fiscal year.

#### 17. NOTARY PAY

Up to three (3) employees who are asked to provide notary services for others within the Office of the Sheriff shall receive a reimbursement of up to \$250.00 each year to cover the cost of maintaining their active notary status and stamp.

#### 18. SHIFT DIFFERENTIAL

- A. Effective the first full pay period following October 1, 2022, a shift differential of three dollars (\$3.00) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift 11 p.m. to 7 a.m., or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.
- B. Effective the first full pay period following July 1, 2023, a shift differential of three dollars and twenty-five cents (\$3.25) 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.
- C. Effective the first full pay period following October 1, 2022, a shift differential of two dollars and sixty cents (\$2.60) 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.
- D. Effective the first full pay period following July 1, 2023, a shift differential of two dollars and eighty-five cents (\$2.85) 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.
- E. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.
- F. Any employee who works the second (2nd) shift (i.e., the day shift -7 a.m. to 3 p.m. or equivalent) shall not be entitled to a shift differential.
- G. When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third and first shifts, the higher differential rate shall apply for the entire number of hours worked.

#### 19. ACTING PAY

A. When an employee is directed to assume, and does in fact assume, the duties of any other position with a higher grade in an acting capacity for a period of fourteen (14) consecutive days or more (including scheduled days off and approved holidays), beginning with the fifteenth (15<sup>th</sup>) day, he/she shall be paid at a rate of pay ten percent (10%) above the employee's current salary or the minimum necessary to place the employee at the entry level rate of the next higher grade, whichever is greater, and shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of equal grade to that position, or by a superior authority. Such payments will be paid retroactively from the first day the employee is directed to assume the higher level duties. He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.

B. Where management elects to assign an employee to work in an acting capacity as described above, the employer shall not schedule work to circumvent the provisions of this section. This section shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully.

#### 20. HEADQUARTERS CLOSING

When the Sheriff closes Headquarters for an entire day, or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for other emergency circumstances, employees who are ordered to report to Headquarters will be paid two dollars (\$2.00) per hour, in addition to their regular wage rate, for hours actually worked subsequent to the closure. Employees assigned to work the first and third shifts will receive the same benefit noted above in addition to their regular shift differential. Hours worked over and above the employee's regularly scheduled work shift will be paid at the appropriate premium rate, if any, and will not include the two dollar (\$2.00) premium noted in this section.

This section shall not apply when the County Executive closes the County offices for an entire day or any portion thereof as set forth in Section 26, Additional Leave Provision, below. In such situations, Section 26 will continue to be the operative section.

#### 21. CLOTHING ISSUE AND ALLOWANCE

- A. The Sheriff will continue to issue uniforms to employees covered by the Agreement who are required to wear them and to replace worn and unserviceable uniforms. Employees will continue to maintain their uniforms by cleaning and making minor repairs.
- B. Effective the first full pay period following July 1, 2022, the annual uniform maintenance allowance will be increased to eight hundred dollars (\$800.00) for Security Officers. These allowances will be paid in a single payment in July of each year.
- C. Uniforms will be provided for the Mail Courier and effective the first full pay period following July 1, 2022, the Mail Courier will receive an annual uniform allowance of eight hundred dollars (\$800.00). Thereafter, this allowance will be paid in a single payment in July of each year.
- D. The Sheriff agrees to add Civilian member(s) to the Uniform Board.
- E. The Sheriff will provide a uniform shirt to employees assigned to the Records and Teletype Sections. Blue utility uniforms for employees in the Records and Teletype Divisions will be issued and replaced as necessary. These employees will be required to wear the uniform.
- F. The Sheriff agrees to convene a committee to make recommendations to the Sheriff regarding the attire for the implementation of a dress code for the civilian staff. Said committee will be comprised of three (3) members of the DSA and three (3) members of management.

#### 22. EQUIPMENT AND SUPPLIES

A. A schedule will be implemented for the periodic replacement of regularly used equipment, provided the County funds such equipment replacement. The Sheriff will propose and support funding for such purpose.

- B. The first level supervisor will be authorized by the Sheriff to approve the disbursement of regularly used office supplies which are stocked by Supplies and Services.
- C. A "Technology and Equipment Committee" will be created effective November 1, 2000. Said Committee will be composed of three (3) representatives from the civilian bargaining unit and three (3) representatives from the Office of the Sheriff. The Committee will meet quarterly and will identify the equipment and technology needs of the Office of the Sheriff and shall make recommendations to the Sheriff with regard to such equipment and technology needs, including computers, printers, fingerprint reproduction cameras and replacement counter tops.
- D. The Office of the Sheriff will reimburse employees up to one hundred dollars (\$100.00) during the duration of this agreement, for the purchase of compatible wireless headsets for Teletype and Domestic Violence Unit employees. This reimbursement is only valid for the duration of this agreement.

#### 23. ANNUAL LEAVE

- A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave) covered by this Salary Schedule.
- B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A, above.
- C. Effective beginning with the 1997 leave year, employees who are over the three hundred sixty (360) hours limit at the end of that leave year will be able to convert any annual leave in excess of three hundred sixty (360) hours to new sick leave.
- D. Employees covered by this Salary Schedule must use compensatory time they have accumulated prior to using annual leave.

#### 24. COMPENSATORY LEAVE/SICK LEAVE

- A. Effective July 1, 2001, employees will have the option to use accumulated County (non-FLSA) Compensatory Leave in lieu of sick leave when the employee's accrued sick leave has been exhausted.
- B. Effective July 1, 2001, those employees who have been advanced sick leave, and have not reimbursed the County for such advanced sick leave as of June 30, 2001, may use their accumulated County (non-FLSA) Compensatory Leave to offset any such advanced sick leave remaining.

#### 25. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

A. Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick

leave balances accumulated by an employee shall, upon the employee's separation from employment, be liquidated in the following manner.

- 1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);
- 2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annul leave balances for credit on behalf of the employee;
- 3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annul leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

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

- 4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive as payment in an amount equal to the total number of unused sick leave hours multiplied by one-half (1/2) of the employee's base hourly rate of pay as of January 4, 1997. Sick leave earned beginning the first pay period of the 1997 leave year is not subject to cash payment to the employee upon separation.
- 5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year (i.e. new sick leave) is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. In addition, any old sick leave cashed out under paragraph 4 may be used to purchase MSRS pension credit at the applicable rate.
- 6. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.
- 7. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 of the Personnel Law and who is not eligible for a disability retirement shall forfeit any sick leave hours accumulated at the time of the employee's separation.

#### 26. PERSONAL LEAVE

Twenty-four (24) hours of paid personal leave per wage reporting year -- including the four (4) hours granted in lieu of General Election Day -- shall be granted to each employee eligible for

annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

#### 27. DISCRETIONARY LEAVE

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

#### 28. PRESIDENTIAL AND UNION BUSINESS LEAVE

- A. Subject to the conditions set forth herein, the President of the DSA and employees covered by this Agreement may be granted, at the request of the DSA, union business leave for official DSA business for the purpose of attending workshops, conventions, conferences and seminars, and for conducting union business. Where leave is requested for employees covered by this Agreement to attend workshops, conventions, conferences and seminars, the Chairperson of the DSA must deliver to the Sheriff a written request for the leave at least ten (10) working days before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which the leave is requested.
- B. The County will provide five hundred (500) hours of union business leave per fiscal year covered by this Agreement for attendance at workshops, conventions, conferences and seminars, and for conducting union business. Union members may use up to forty (40) hours of the five hundred (500) hours for contract negotiation preparation provided that no more than four (4) hours per employee can be taken during a workday. No union business 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) of union business leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for union business 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 union business leave under this Section for business or activities that are detrimental to the Department.
- C. The President of the DSA, or in his/her absence their designee, shall be granted full-time release for the purpose of performing his/her full-time duties as President of DSA for the administration of the Civilian Collective Bargaining Agreement and for conducting other DSA business.

#### 29. ADDITIONAL LEAVE PROVISION

A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous

conditions, or for any other reason, essential employees covered by this Salary Schedule will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour work during period of County office closure (not to exceed twelve (12) hours per employee per twenty-four (24) hour period). For example, if the County government closes three (3) hours early, each employee working shifts 1, 2 and 3, shall receive three (3) hours of compensatory leave.

When there is a delayed opening or closure, non-essential employees who are required to work second (2<sup>nd</sup>) shift before 8:00 a.m. and report on time prior to the closure announcement, will be paid at least two hours of straight time, plus a two dollar (\$2.00) per hour premium. For purposes of this section, the County Government's hours of operation are 8:30 a.m. to 5:00 p.m.

- B. If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.
- C. Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations.

#### 30. 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.

#### 31. DISABILITY LEAVE

- A. Disability leave will be administered in accordance with the Personnel Law and Administrative Procedure 284 (Administration of Employee Leave).
- B. For good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to an employee covered by this salary schedule who has petitioned the Sheriff and has received the Sheriff's recommendation for additional leave.

#### 32. BEREAVEMENT LEAVE

- A. In the event of the death of an employee's spouse, child, sibling, or parent, the employee may take up to four (4) working days leave for bereavement. The first three (3) days will be administrative leave days and the other day will be charged to employee's accumulated sick leave, annual leave or leave without pay.
- B. In the event of the death of an employee's stepchild, grandparent, grandchild, brother- or sister-in-law, mother- or father-in-law, or son- or daughter-in-law, or any member of the employee's household the employee may take up to four (4) working days leave for bereavement. The first leave day will be an administrative leave day, and the other day or days

will be charged to the employee's accumulated sick leave, annual leave or leave without pay.

#### 33. VOTING LEAVE

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

#### 34. MILITARY LEAVE

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, the resultant war on terrorism or other military action shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate of pay, without the exhaustion of the employee's annual, personal and compensatory leave balances. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer and employee contributions of the premium being paid by the County. These benefits shall expire on March 1, 2023.

#### 35. LIFE INSURANCE

- A. The Employer shall pay one hundred percent (100%) of the monthly premium for the life insurance coverage for full-time employees in the amount of two (2) times the employee's annual salary.
- B. Effective July 1, 2015, in addition to any other life insurance or death benefit provided by the County, the County shall pay a death benefit of thirty thousand dollars (\$30,000.00) upon the death of any employee covered by this Salary Schedule whose death results from an accidental personal injury arising out of and in the course of his/her employment.

#### **36. 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.

#### 37. 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.

#### 38. SOCIAL SECURITY

A. The County is required to comply with the Federal Insurance Contribution Act (FICA) that provides for a federal system of old-age, survivors, disability (Social Security or OASDI), and hospital (Medicare or HI) insurance. Effective January 1, 2012, each employee paid in accordance with this salary schedule shall make contributions of 4.2% to the social security fund (FICA-OASDI) up to the wage base limit of one hundred ten thousand one hundred dollars (\$110,100.00);

- and 1.45% to the Medicare fund (FICA-HI) on all wages paid. Employee contributions shall be made through payroll deductions.
- B. Subsequent changes in the Social Security tax rate and/or the taxable wage base as enacted through Federal legislation shall be applied in computing Social Security contributions by the County and each employee.

#### 39. HEALTH INSURANCE

- A. During Calendar Years 2015, 2016 and 2017, the County shall contribute seventy-three percent (73%) to the cost of the preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective January 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option insurance plan for any employee or retiree who elects to participate in the program. Participating employees and retirees shall contribute the remaining thirty percent (30%).
- B. During Calendar Years 2015, 2016 and 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two percent (22%). Effective January 1, 2018, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee or retiree who elects to participate in the program. Participating employees and retirees shall contribute the remaining twenty-five percent (25%).
- C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.
- D. During Calendar Years 2015 and 2016, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription and optical care programs for any employee covered by this Salary Schedule who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Effective January 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.
- E. Two dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the Plans.
- F. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.
- G. Employees may contribute up to the maximum dollar amount allowed by the IRS regulations in a dependent flexible spending account and in a medical flexible spending account.

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

#### 40. RETIREMENT CONTRIBUTIONS

- A. Employees paid in accordance with this Salary Schedule and who are eligible for enrollment in the Maryland State Employees' Retirement Systems shall pay retirement contributions at the rate of five percent (5%) or seven percent (7%) of base salary, depending on plan option selected.
- B. Effective January 1, 1980, current participants in the Employees' Retirement System may transfer to the Employees' Pension System, which is non-contributory up to the Social Security Wage Base.
- C. All classified employees hired on or after January 1, 1980, must enroll in the Employees' Pension System.
- D. The County's contribution rate shall be that amount as established from time to time by the State. Employee contributions (where applicable) shall be made through payroll deductions. If changes/improvements in retirement benefits are made, then contributions may be adjusted accordingly.

#### 41. SUPPLEMENTAL RETIREMENT BENEFIT

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

#### 42. ADMINISTRATION OF EMPLOYEE LEAVE

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

#### 43. 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.

#### 44. 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.

#### 45. RETROACTIVE COVID-19 HAZARD PAY

If Prince George's County receives additional State or federal funding that is allocated for bargaining unit pay (including wages, salaries, or specialty pay) in connection with the COVID-19 pandemic, the parties agree to reopen negotiations concerning potential COVID-19 hazard pay with any agreement related to that pay to be set forth in a side letter to the main CBA. In addition, if the County agrees to pay COVID-19 hazard pay to any of its bargaining units in connection with negotiations for FY2023 or FY2024 collective-bargaining agreements, the County agrees to pay COVID-19 hazard pay for the same duration to employees covered by this Agreement.