

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2022 Legislative Session

Resolution No. CR-005-2022

Proposed by The Council Chair (by request – County Executive)

Introduced by Council Members Hawkins, Franklin, Dernoga, Glaros, Ivey, Streeter,
Harrison, Turner, and Taveras

Co-Sponsors _____

Date of Introduction February 1, 2022

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 Fraternal Order of Police 112

4 Prince George's County Sheriffs Lodge Inc.,

5 Salary Schedule W

6 For the purpose of amending the Salary Plan of the County to reflect the terms of the recent labor
7 agreement between Prince George's County, Maryland and the Fraternal Order of Police Lodge
8 112, Prince George's County Sheriffs Lodge Incorporated (FOP 112).

9 WHEREAS, pursuant to Section 903 of Article IX of the Prince George's County Charter
10 and Section 16-125(a) of the Prince George's County Code, amendments to the County's Salary

11 WHEREAS, the Salary Plan must at this time be amended by the approval of a salary
12 schedule to reflect the terms of the labor agreement by and between Prince George's County,
13 Maryland and FOP 112.

14 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
15 County, Maryland, that Salary Schedule W, submitted and recommended by the County
16 Executive on **October 12, 2021** which is attached hereto and made a part hereof, setting forth the
17 following modifications: uniform wage scale modification; wage re-opener; retroactive COVID-
18 19 Hazard Pay for the period of September 27, 2020 through April 24, 2021; Deferred
19 Retirement Option-Program (DROP) and equipment provisions be and the same is hereby
20 approved.

21 BE IT FURTHER RESOLVED that this Resolution shall take effect on the day it is

1 adopted and that, unless stated otherwise in a specific provision of the Salary Schedule, shall be
2 retroactively effective to July 1, 2020.

Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Calvin S. Hawkins, II
Chair

ATTEST:

Donna J. Brown
Clerk of the Council

SALARY SCHEDULE W

SCHEDULE OF PAY GRADES

FRATERNAL ORDER OF POLICE 112

PRINCE GEORGE'S COUNTY SHERIFFS LODGE INC.

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2020 – JUNE 30, 2022

TABLE OF CONTENTS

- 1. COST OF LIVING ADJUSTMENT 1**
- 2. MERIT INCREASES 1**
- 3. UNIFORM WAGE SCALE 1**
- 4. IMPLEMENTATION OF THE UNIFORM WAGE SCALE 2**
- 5. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FY95 2**
- 6. IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE--DURING FY95..... 4**
- 7. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FY98 AND FY99..... 4**
- 8. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FY2000 AND FY2001..... 5**
- 9. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FISCAL YEAR 2002..... 6**
- 10. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FISCAL YEARS 2006 AND 2007..... 6**
- 11. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FISCAL YEARS 2008 AND 2009..... 6**
- 12. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FISCAL YEAR 2017..... 6**
- 13. MODIFICATIONS TO THE UNIFORM WAGE SCALE – FISCAL YEAR 2019..... 7**
- 14. MODIFICATIONS TO THE UNIFORM WAGE SCALE – 2021..... 7**
- 15. MASTER DEPUTY PROGRAM 7**
- 16. SCHEDULED PAY RATES 10**
- 17. WORKWEEK 13**
- 18. WORK SCHEDULES 13**
- 19. DESIGNATION OF MEAL PERIODS 13**
- 20. CALL BACK PAY 13**
- 21. HOLIDAYS AND HOLIDAY COMPENSATION..... 13**
- 22. OVERTIME..... 14**
- 23. PYRAMIDING 14**
- 24. COURT TIME COMPENSATION..... 14**
- 25. SHIFT DIFFERENTIAL..... 15**
- 26. ACTING PAY..... 15**
- 27. STANDBY PAY 15**
- 28. CLOTHING ISSUE 16**
- 29. CLOTHING ALLOWANCE 16**
- 30. TEC PAY 16**
- 31. FIELD TRAINING OFFICER PAY 17**
- 32. ANNUAL LEAVE..... 17**

- 33. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION 17
- 34. DISABILITY LEAVE 19
- 35. PERSONAL LEAVE 19
- 36. DISCRETIONARY LEAVE..... 20
- 37. FAMILY AND MEDICAL LEAVE..... 20
- 38. BEREAVEMENT LEAVE..... 20
- 39. PRESIDENTIAL AND UNION BUSINESS LEAVE..... 20
- 40. ADDITIONAL LEAVE PROVISION 21
- 41. LIFE INSURANCE..... 21
- 42. SUPPLEMENTAL LIFE INSURANCE BENEFIT 22
- 43. WORKERS' COMPENSATION..... 22
- 44. UNEMPLOYMENT INSURANCE..... 22
- 45. SOCIAL SECURITY 22
- 46. INSURANCE PREMIUMS..... 22
- 47. RETIREMENT CONTRIBUTIONS 25
- 48. SUPPLEMENTAL RETIREMENT CONTRIBUTIONS..... 25
- 49. DEPUTY SHERIFF PENSION PLAN 28
- 50. IRS PICKUP PLAN..... 36
- 51. ADMINISTRATION OF EMPLOYEE LEAVE 37
- 52. MILITARY LEAVE 37
- 53. INCENTIVE AWARDS 37
- 54. EQUIPMENT 37
- 55. PAY PLAN POLICY STATEMENT 37
- 56. RETROACTIVE COVID-19 HAZARD PAY 38

1. COST OF LIVING ADJUSTMENT

There will be no Cost of Living Adjustment (COLA) for FY 2021 or FY 2022.

2. MERIT INCREASES

There will be no merit increases for FY 2021 or FY 2022. (See Section 4.02 C for further details)

All employees covered by this agreement who are eligible to receive a merit increase in Fiscal Year 2017 shall not receive those merit steps on their anniversary dates in FY 2017, but shall receive them on their anniversary dates beginning in July 2017 (FY 2018). No other merit steps will be paid for the duration of this agreement, other than the delayed merits from FY 2016 which are being paid during FY 2017. The County agrees that, effective July 1, 2016, any letter signed by an employee hired at a wage step higher than Step A that stated that the Employee would not receive merit steps for a period of some years after reaching a designated step shall no longer prevent that employee from advancing on the wage scale in the regular manner, where the employee is otherwise eligible to receive a merit increase.

WAGE REOPENER

The County agrees to a reopener with FOP Lodge 112 should the federal or State of Maryland government enact ARPA or similar legislation which allows the County to specifically use it for bargaining unit wages and salaries.

3. UNIFORM WAGE SCALE

A. Effective July 2, 1989, the current modified “MIN-MAX” system in effect for all members of the bargaining unit will be replaced by the Uniform Wage Scale contained in this Salary Schedule.

1. Description of the Uniform Wage Scale

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

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

(15) and eighteen (18) years of service, respectively), provided that his/her performance for the applicable period has been evaluated as satisfactory.

c. Employees covered by this Salary Schedule and hired before July 1, 1989 will keep the anniversary dates that they held on July 1, 1989 for as long as they are continuously employed. Employees hired on or after July 1, 1989 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

d. Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps).

e. Employees (including those hired and placed on the wage scale above their years of service) advance one step per year.

f. Advancement to steps for lateral transfers from the Prince George's County Police Department will be based on actual years of service as a Deputy Sheriff and Prince George's County Police Officer combined.

4. IMPLEMENTATION OF THE UNIFORM WAGE SCALE

A. Fiscal Year 1990: Effective July 2, 1989, employees covered by this Agreement, 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.

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

2. On their anniversary dates during FY90, all employees will receive a one-step anniversary increase (either three and one-half percent (3.5%) or three percent (3%), depending on their July 2 placement on the Uniform Wage Scale) to the next step on the Uniform Wage Scale unless the employee is at Step 14.

B. Fiscal Year 1991: On their anniversary dates during FY91, all employees below the step which would be warranted by their years of service will be placed at that step. Employees who are hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to this rule so as to maintain the resultant step differential.

5. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FY95

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

1. For each rank of Deputy Sheriff in the bargaining unit, there is an established pay grade on the Uniform Wage Scale. The pay scale for both the rank of Deputy Sheriff Private (W21) and Deputy Sheriff First Class (W22) contains fifteen (15) pay rates (steps) ranging from Step A through Step O. The pay scale for the rank of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant, contains fourteen (14) pay rates (steps) ranging from Step A through Step N.
2. Grade W21 is the pay grade for the rank of Deputy Sheriff Private. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step L and three percent (3%) for the remaining three (3) intervals from Step L through Step O. The entry rate for a Deputy Sheriff Private is Step A. A Deputy Sheriff Private (W21) will be eligible to advance to the next step for that rank on the Deputy's anniversary date at the rate of one (1) step per year up to and including Step N (after thirteen (13) years of service), provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a Deputy Sheriff Private (W21) will be eligible to advance to Step O after two (2) years of service at Step N, (that is, after having completed fifteen (15) years of service), provided that the Deputy's performance for the applicable period has been evaluated as satisfactory.
3. Grade W22 is the pay grade for the rank of Deputy Sheriff First Class. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step K, three percent (3%) from Step K through Step N and two and one-half percent (2.5%) for the remaining interval from Step N to Step O. A Deputy Sheriff First Class (W22) will be eligible to advance to the next step for that rank on the Deputy's anniversary date at the rate of one (1) step per year up to and including Step M (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step M, a Deputy Sheriff First Class (W22) will be eligible to advance to Step N after two (2) years of service at Step N (that is, after having completed fifteen (15) years of service) and to Step O after three (3) years of service at Step N (that is, after having completed eighteen (18) years of service).
4. Grades W24, W25 and W27 are the pay grades for Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27). The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step J, three percent (3%) from Step J through Step M and two and one-half percent (2.5%) for the remaining interval from Step M to Step N. Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to the next step for their rank on the Deputy's anniversary date at the rate of one (1) step per year up to an including Step L (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step L, Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step M after two (2) years of service (that is, after having completed fifteen (15) years of service) and to Step N after three (3) years of service at Step M (that is, after having completed eighteen (18) years of service).

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

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

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

6. IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE--DURING FY95

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

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

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

7. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FY98 AND FY99

A. Effective beginning on July 1, 1997, any Deputy Sheriff covered by this Salary Schedule who completes twenty-three (23) years of actual and continuous service as defined in the Deputy Sheriff Comprehensive Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of twenty-three (23) years of service will be placed at that step on the date that marks the Deputy's completion of those twenty-three (23) years of actual and continuous service and the employee's anniversary date will be changed, if necessary, to reflect his/her date of hire. Deputies with twenty-three (23) or more years of service as of July 1, 1997 will be placed on Step O as of July 1, 1997 and the Deputy's anniversary date will be changed, if necessary, to reflect his/her date of hire.

B. Effective July 1, 1998, the Uniform Wage Scale is further modified as follows:

For the ranks of Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27) one additional pay rate (step) will be added to the pay scale, establishing a sixteen (16) step pay scale ranging from Step A through Step P. The percentage value of the interval between Step O and the new Step P is two and one-half percent (2.5%). Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step 16 after four (4) years of service (that is, after having completed twenty-seven (27) years of service) at Step O. Deputies with twenty-seven (27) or more years of service as of July 1, 1998 will be placed on Step P as of July 1, 1998.

8. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FY2000 AND FY2001

A. Note: Beginning in Fiscal Year 2000, employees covered by the Salary Schedule who were employed by the Office of the Sheriff during Fiscal Year 1996 and/or Fiscal Year 1997 received no credit toward merit increase(s) during either of those fiscal years. Thus, the pay steps for such employees who were hired at entry level and employed during both or one of those years will not reflect their actual years of service but will be one or two steps behind until completing their eighteenth (18th) year of service.

B. Effective July 1, 1999, anniversary dates will be adjusted to the Deputy Sheriff's date of hire as a Deputy Sheriff if different from his/her current anniversary date, so that all Deputies receive their merit steps on the first day on which the Deputy has the required years of service.

C. Effective the first full pay period beginning on or after July 1, 1999, the interval for grades W-24 and above between Step A to Step B shall be increased from three and one-half percent (3.5%) to four percent (4%), such that all steps at Step B and above on the Uniform Wage Scale shall be increased by one-half of one percent (.5%).

D. Effective beginning on July 1, 2000, any Deputy Sheriff covered by this Agreement who completes eighteen (18) years of actual and continuous service as defined in the Deputy Sheriff Comprehensive Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of eighteen (18) years of service will be placed at that step on the date that marks the Deputy's completion of those eighteen (18) years of actual and continuous service. Deputies with eighteen (18) or more years of service as of July 1, 2000 will be placed on that step at the beginning of the first full pay period beginning on or after July 1, 2000.

E. Effective the first full pay period beginning on or after July 1, 2000, Step L for grades W24 and above shall be applicable after thirteen (13) years of service; Step M shall be applicable after fourteen (14) and fifteen (15) years of service; Step N shall be applicable after sixteen (16) and seventeen (17) years of service; Step O shall be applicable after eighteen (18) years of service; Step P shall be applicable after twenty-three (23) years of service; and a new Step Q shall be applicable after twenty-seven (27) years of service. The

increment for grades W24 and above between Steps M to N, N to O, and O to P shall be increased from two and five tenths percent (2.5%) to three percent (3%) and a new Step Q shall reflect a two and five tenths percent (2.5%) increment.

F. Effective the first full pay period beginning on or after July 1, 2001, Step P for grades W24 and above shall be applicable after twenty-one (21) years of service; and Step Q shall be applicable after twenty-four (24) years of service.

G. New salary rates for grade W19 applicable to employees covered by this Salary Schedule in the job classification of Court Security Officer during Fiscal Year 2001 are added to Salary Schedule W, attached hereto.

9. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FISCAL YEAR 2002

Effective the first full pay period beginning on or after July 1, 2001, Step P shall be applicable after twenty-one (21) years of service and Step Q shall be applicable after twenty-four (24) years of service.

10. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FISCAL YEARS 2006 AND 2007

Effective July 1, 2005, each step on the scale shall increase by three and one-half percent (3.5%). Effective July 1, 2005, steps K, L, M and N shall be increased from three percent (3%) to three and one-half percent (3.5%) for all grades.

Effective July 1, 2006, each step on the scale shall increase by three and one-half percent (3.5%).

11. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FISCAL YEARS 2008 AND 2009

Effective October 1, 2007, for W-21, Step A will remain at \$40,546, Step B will remain at \$41,966, Step C will remain at \$41,966, Step D will become \$43,435. All other steps on the wage scale (W-21 through W-27) shall increase by 3.5% above the July 9, 2006 wage scale.

12. MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FISCAL YEAR 2017

Effective January 1, 2017, the Uniform Wage Scale is modified as follows:

1. For each rank of Deputy Sheriff in the bargaining unit, there is an established pay grade on the Uniform Wage Scale. The pay scales for both Deputy Sheriff Private (W21) and Deputy Sheriff First Class (W22) contain fifteen (15) pay rates (steps) ranging from Step A through Step O. For the ranks of Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant ((W25) and Deputy Sheriff Lieutenant (W27),

there are two additional steps, establishing a seventeen (17) step pay scale ranging from Step A through Step Q.

Effective January 1, 2017, the entry level salary for Deputy Sheriff Private shall increase to \$47,923 annually, and all other steps at all wage scales shall be adjusted as shown in Attachment A.

13. MODIFICATIONS TO THE UNIFORM WAGE SCALE – FISCAL YEAR 2019

Effective the first full pay period in January 2019, the Uniform Wage Scale is modified as follows:

1. For ranks of Corporal, Sergeant, and Lieutenant, Steps A through V shall be for 2 to 23 years of service, and Step W shall be for 24 or more years of service.
2. Step B shall be established at 4% above Step A.
3. Steps C through M shall be established at 3.5% above the prior step.
4. Steps N through P shall be established at 1.75% above the prior step.
5. Steps Q through W shall be established at 1% above the prior step.

14. MODIFICATIONS TO THE UNIFORM WAGE SCALE – 2021

Effective for the pay period beginning October 10, 2021, all covered employees will be placed on the modified uniform wage scale pursuant to their years of service (and of years of service with other agencies, as provided for by the County in any pre-hire agreement with the employee) as of the first day of that pay period. Thereafter, employees with anniversary dates from October 11, 2021 through June 30, 2022, provided that he/she received at least a satisfactory performance evaluation for the preceding year, will receive a merit increase on their respective anniversary dates during Fiscal Year 2022.

Effective the pay period beginning October 10, 2021, the uniform wage scale is modified as stated in the Scheduled Pay Rates and Attachment A of the FY21-FY22 Collective Bargaining Agreement. In summary, the entry level salary for Deputy Sheriff Private (W21) shall increase to \$53,761, with the other steps on the scale adjusted accordingly. The top step for each rank (step O for Deputy Sheriff Private and Deputy Sheriff First Class, and step W for all other ranks) will also increase by 3.5% as reflected in the Scheduled Pay Rates and Attachment A of the FY21-FY22 Collective Bargaining Agreement.

15. MASTER DEPUTY PROGRAM

A. The Program covers promotions to the rank of Deputy Sheriff First Class and Deputy Sheriff Corporal. Promotions to the ranks of Deputy Sheriff First Class and Deputy Sheriff Corporal are based on the time-in-grade requirements, performance evaluations and written

examinations described in paragraphs 1, 2 and 3, below. The current rank designations of Deputy Sheriff Private, Deputy First Class and Deputy Sheriff Corporal will be maintained.

1. TIME-IN-GRADE REQUIREMENTS. Effective July 1, 1996, minimum time-in-grade requirements for eligibility for promotion under the Program are as follows:

a. Deputy Sheriff First C Class.

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

b. Deputy Sheriff Corporal.

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

2. PERFORMANCE EVALUATION

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

3. WRITTEN EXAMINATION

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

b. Candidates who have received an evaluation of "Promotable" and who have achieved a written examination score of seventy percent (70%) or better shall be deemed "qualified" for promotion. Candidates qualified for promotion under the evaluation and written examination process will be promoted effective the first day of the first full pay period beginning on or after July 1 of the calendar year in which the test is administered. Promotions under this program shall be valued at two (2) three and one-half percent (3.5%) steps.

c. Nothing contained in the Program is intended to modify the relationship between the disciplinary process and the promotion process. A candidate who is qualified for promotion under paragraphs A and B, above, and who is under an investigation which could lead to a disciplinary action shall have his or her promotion held in abeyance pending the final outcome of the disciplinary process.

If the Deputy Sheriff involved is still deemed qualified for promotion after the disciplinary process is completed, the Deputy Sheriff will be promoted retroactive to the appropriate effective date stated in paragraph B, above.

d. The parties understand that the willingness of the County to discuss the promotional issues with FOP 112 during bargaining regarding a Master Deputy Program does not waive the County's position that promotional policy and rank structure constitute non- mandatory subjects of bargaining.

**SCHEDULE W – UNIFORM WAGE SCALE
EFFECTIVE JANUARY 5, 2020
DEPUTY SHERIFF UNIT PERSONNEL
PRINCE GEORGE’S COUNTY, MARYLAND**

STEPS A-O

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Years	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+

**W21 Deputy Sheriff
Private**

Hourly	24.1559	24.1559	24.1559	24.6390	25.5014	26.3940	27.3177	28.2739	29.2634	30.2877	31.3477	32.4449	33.5805	34.7558	35.9722
Biweekly	1932.47	1932.47	1932.47	1971.12	2040.11	2111.52	2185.42	2261.91	2341.08	2423.01	2507.82	2595.59	2686.44	2780.46	2877.78
Annual	50,244	50,244	50,244	51,249	53,043	54,899	56,821	58,810	60,868	62,998	65,203	67,485	69,847	72,292	74,822

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Years	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18

**W22- Deputy Sheriff
First Class**

Hourly	24.5082	25.3660	26.2534	27.1726	28.1235	29.1079	30.1264	31.1812	32.2727	33.4021	34.5708	35.7808	37.0331	38.3294	39.2879
Biweekly	1960.66	2029.28	2100.27	2173.81	2249.88	2328.63	2410.11	2494.50	2581.82	2672.17	2765.66	2862.46	2962.65	3066.35	3143.03
Annual	50,977	52,761	54,607	56,519	58,497	60,544	62,663	64,857	67,127	69,476	71,907	74,424	77,029	79,725	81,719

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Years	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

**W-24 Deputy Sheriff
Corporal**

Hourly	27.1721	28.2589	29.2480	30.2717	31.3312	32.4278	33.5628	34.7375	35.9533	37.2116	38.5140	39.8620	41.2572	41.9792	42.7138
Biweekly	2173.77	2260.72	2339.84	2421.74	2506.50	2594.22	2685.02	2779.00	2876.26	2976.93	3081.12	3188.96	3300.58	3358.34	3417.11
Annual	56,518	58,779	60,836	62,965	65,169	67,450	69,811	72,254	74,783	77,400	80,109	82,913	85,815	87,317	88,845

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Years	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
W-25 Deputy Sheriff Sergeant															
Hourly	29.8894	31.0850	32.1730	33.2990	34.4645	35.6708	36.9192	38.2114	39.5488	40.9330	42.3657	43.8485	45.3832	46.1774	46.9855
Biweekly	2391.15	2486.80	2573.84	2663.92	2757.16	2853.66	2953.54	3056.91	3163.91	3274.64	3389.25	3507.88	3630.65	3694.19	3758.84
Annual	62,170	64,657	66,920	69,262	71,686	74,195	76,792	79,480	82,262	85,141	88,121	91,205	94,397	96,049	97,730
W-27- Deputy Sheriff Lieutenant															
Hourly	32.8785	34.1937	35.3904	36.6291	37.9111	39.2380	40.6113	42.0327	43.5039	45.0265	46.6025	48.2335	49.9217	50.7953	51.6843
Biweekly	2630.28	2735.49	2831.24	2930.33	3032.89	3139.04	3248.91	3362.62	3480.31	3602.12	3728.20	3858.68	3993.74	4063.63	4134.74
Annual	68,387	71,123	73,612	76,189	78,855	81,615	84,472	87,428	90,488	93,655	96,933	100,326	103,837	105,654	107,503

STEPS P-W

Step	P	Q	R	S	T	U	V	W
Years	17	18	19	20	21	22	23	24+
W-24 Deputy Sheriff Corporal								
Hourly	43.4613	43.8960	44.3349	44.7783	45.2260	45.6783	46.1351	46.5964
Biweekly	3476.91	3511.68	3546.79	3582.26	3618.08	3654.26	3690.81	3727.71
Annual	90,400	91,304	92,217	93,139	94,070	95,011	95,961	96,921
W-25 Deputy Sheriff Sergeant								
Hourly	47.8077	48.2858	48.7687	49.2564	49.7489	50.2464	50.7489	51.2564
Biweekly	3824.62	3862.87	3901.49	3940.51	3979.91	4019.71	4059.91	4100.51
Annual	99,440	100,434	101,439	102,453	103,478	104,513	105,558	106,613
W-27 Deputy Sheriff Lieutenant								
Hourly	52.5887	53.1146	53.6458	54.1822	54.7241	55.2713	55.8240	56.3822
Biweekly	4207.10	4249.17	4291.66	4334.58	4377.92	4421.70	4465.92	4510.58
Annual	109,385	110,478	111,583	112,699	113,826	114,964	116,114	117,275

The hourly rates are the January 6, 2019 rates multiplied by 1.0125%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

17. 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.

18. 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.

19. DESIGNATION OF MEAL PERIODS

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

20. CALL BACK 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 must pay the employee for a minimum of three (3) hours at one and one-half (1.5) 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 would receive compensation for the actual hours worked at one and one-half (1.5) 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.

21. HOLIDAYS AND HOLIDAY COMPENSATION**A. Holiday Pay**

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

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

day off.

3. 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 worked.

B. Police Memorial Day

Notwithstanding paragraph A. Holiday Pay, above, employees covered by this Salary Schedule who work on Police Memorial Day (i.e., May 15 of each year) will receive one and one-half (1.5) hours compensatory time for each hour worked (except overtime) in addition to their regular pay. Those employees who are not scheduled to work and perform no work on Police Memorial Day will receive another day off. Effective beginning in FY2001, employees covered by this Salary Schedule who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to paragraph A., above.

C. Holiday Observance

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

22. OVERTIME

A. All full-time employees shall be eligible for overtime pay.

B. When an employee works more than eighty (80) hours in a pay period pursuant to the direction of his supervisor, said employee shall receive overtime pay at one and one-half (1.5) times his hourly base rate for all hours worked in excess of eighty (80) hours in said pay period. For purposes of this section, hours worked shall include any paid leave hours during a pay period. As an alternative, at the request of the employee and with the approval of the County, the employee may earn compensatory leave at the rate of one and one-half (1.5) hours for each hour worked.

23. 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.

24. COURT TIME COMPENSATION

If, as a result of actions taken during the course of employment with the Department, an employee covered by this Salary Schedule is 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.

25. SHIFT DIFFERENTIAL

A. Effective July 1, 2018, a shift differential of three dollars and forty cents (\$3.40) 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 July 1, 2018, a shift differential of two dollars and ten cents (\$2.10) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.

C. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.

D. Any employee who works the second (2nd) shift (i.e., the day shift - 7 a.m. to 3 p.m. or equivalent) shall not be entitled to a shift differential.

E. When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third (3rd) and first (1st) shifts, the higher differential rate shall apply for the entire number of hours worked.

26. ACTING PAY

When an employee below the rank of Captain is directed to assume, and does in fact assume, the duties of a Sergeant (or higher rank) in an acting capacity for a period of ten (10) consecutive days or more (including scheduled days off and approved holiday), beginning with the eleventh (11th) day, he/she shall be paid at a rate of pay which is equivalent to a two step increase or the minimum necessary to place the employee at the entry level rate of the higher rank, whichever is greater, and shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of rank equal to that position, or by a superior authority. He/she shall resume receiving acting pay after being on annual, sick or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave. If an employee is in an acting capacity and is required to work overtime, he or she shall be paid overtime at the acting rate of pay. Effective July 1, 2005, for the ranks of Sergeant and below an employee in an acting capacity as described above will be paid at ten percent (10%) above their current salary or the minimum necessary to place the employee at the entry level immediately above his/her rank, whichever is greater.

27. STANDBY PAY

Effective July 1, 2018, a Deputy Sheriff who is directed by Management to standby during off-duty hours and who does standby as directed, shall receive twelve and one-half percent (12.5%) of the Deputy Sheriff's base hourly straight-time rate for all hours on standby, provided, however, that a Deputy Sheriff 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.

28. CLOTHING ISSUE

A. New employees shall receive an original uniform issue of appropriate clothing and leather goods, including a dress blouse (Class A) and knit cap. Upon assignment to any special unit requiring a uniform different from the original uniform referenced above, a special issuance of clothing required for that assignment will be made.

B. The initial issue of uniform items required because of an official change in uniform directed by the Office of the Sheriff will also be provided. All other responsibilities for uniform procurement and upkeep are the employee's, including the responsibility for replacing worn or ill-fitting uniform items.

29. CLOTHING ALLOWANCE

A. Effective the first full pay period in July 2018, Deputy Sheriffs covered by this Agreement shall receive a clothing allowance of one thousand five hundred dollars (\$1,500.00) for the procurement, care and upkeep of clothing and leather goods. This clothing allowance is not considered part of the employee's base pay, and will be paid in one (1) installment in July of each fiscal year covered by this Agreement.

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

30. TEC PAY

A. Effective the first full pay period in July 2018, Deputy Sheriffs who are regularly and permanently assigned as members and alternates of the SST (not to exceed a total of thirty (30)) shall receive a supplemental payment of one thousand one hundred dollars (\$1,100.00); motor unit (not to exceed a total of eight (8)) shall receive a supplemental payment of eight hundred dollars (\$800.00); crisis negotiators (not to exceed a total of 16), CDU (not to exceed a total of fifteen (15)) shall receive a supplemental payment of six hundred dollars (\$600.00); and canine handlers (not to exceed a total nine (9)) shall receive a supplemental payment of one thousand three hundred dollars (\$1,300.00) per fiscal year.

B. Deputy Sheriffs who hold Commercial Drivers Licenses (CDL) and utilize it in the performance of their duties, shall receive a supplemental payment of six hundred dollars (\$600.00) per fiscal year.

C. Effective the first full pay period in July 2018, Deputy Sheriffs assigned to the Witness Protection Unit shall receive a supplemental payment of eight hundred dollars (\$800.00) per fiscal year.

D. Effective the first full pay period in July 2018, Deputy Sheriffs assigned to the Ceremonial Unit, who have completed one (1) year of service within such Unit, shall receive a supplemental payment of six hundred dollars (\$600.00) per fiscal year.

E. Effective the first full pay period in July 2018, Deputy Sheriffs who pass a

conversational proficiency test and provide verifying certification as an interpreter, shall receive a supplemental payment of nine hundred dollars (\$900.00) per fiscal year. The conversational proficiency test will be given at least on an annual basis and notification of the test date announced at the beginning of each Fiscal Year. Deputy Sheriffs who are certified in sign language, and selected by the Sheriff, will also receive a lump sum payment of six hundred dollars (\$600.00) per fiscal year.

F. Payments shall be made in July of each fiscal year and shall not be considered as part of the employee's base wage for purposes of computation of overtime, retirement, or any other purposes. Beginning with the first full pay period in July 2018, all of the TEC pays listed above shall be paid on a bi-weekly basis. Qualifying Deputies shall be those assigned to the units referenced above as of the first day of the month in which the payments are to be made. TEC pay will be allowed for up to two (2) different skills for Deputies who satisfy more than one (1) criteria subject to SOP definitions of eligibility criteria.

31. FIELD TRAINING OFFICER PAY

Effective July 1, 2018, employees covered by this Agreement will receive a payment of five dollars (\$5.00) per hour for all hours in which they serve as a Field Training Officer (FTO), with this payment to be paid biweekly. In-house training will be made available for FTO's so that they will be certified trainers.

32. 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).

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, new annual leave in excess of the three hundred sixty (360) hours limit at the end of a leave year will automatically convert to new sick leave. The Deputy Sheriff Comprehensive Pension Plan shall be amended to provide that new sick leave converted from annual leave under this subparagraph, up to a combined total for each officer of one thousand forty (1,040) hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit.

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

33. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

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

1. The employee may elect to retain all or any portion of the employee's sick and

annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8).

2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.
3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:
 - a. Upon separation from employment, employees who have elected to participate in the new comprehensive pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR for up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be applied toward retirement credit in the comprehensive plan even if the result is a benefit exceeding the maximum benefit allowed under the plan, but subject to the terms set forth in Section 47.B.1.f of this Salary Schedule. However, effective July 1, 2005, for employees hired after January 4, 1995, the purchase of additional retirement benefits will be capped at the maximum benefit allowed in the plan.
 - b. Upon separation from employment, employees who have elected to remain with the Maryland State Retirement Systems (MSRS) and the County Supplemental may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to 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.
 - c. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay for a Deputy Sheriff Lieutenant in July, 2001 -- that is, \$37.6062 per hour. However, if a Deputy Sheriff with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash out of unused accumulated sick leave as of the end of the 1996 leave year.
 - d. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase

retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan, but subject to the terms set forth in Section 47.B.1.f of this Salary Schedule. However, Deputy Sheriffs whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph c., immediately above. However, effective July 1, 2007, for employees hired after January 4, 1995, the purchase of additional retirement benefits will be capped at the maximum benefit allowed in the plan.⁷

e. For individuals who chose to remain in the MSRS plan and the County Supplemental, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. However, Deputy Sheriffs whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph c., above.

f. 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.

34. DISABILITY LEAVE

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

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

C. The parties agree to interpret Administrative Procedure 284, Section 8 b.1e. to include sworn active duty Deputy Sheriff's within the scope of employees injured on the job with commuting to and from work in a County vehicle.

35. PERSONAL LEAVE

A. Twenty (20) hours of paid personal leave days per wage reporting year shall be granted to each employee eligible for annual leave. (This amount includes four (4) hours per year which were added when the General Election Day holiday was eliminated.) A personal

leave day shall be requested and approved in advance of use.

B. 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.

36. DISCRETIONARY LEAVE

Beginning with the 2016 wage reporting year, employees covered by this Agreement with two (2) or more years of service with the Office of the Sheriff shall be eligible for one (1) day of discretionary leave per wage reporting year plus an additional one (1) day of discretionary leave (for a total of two (2) days) after five (5) years of service plus an additional twelve (12) hours of discretionary leave after ten (10) years of service (for a total of three and half (3.5) days). 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. A day shall be considered eight (8) hours in the calculation of discretionary leave.

37. FAMILY AND MEDICAL LEAVE

Employees covered by this Salary Schedule are entitled to family and medical leave in accordance with the Personnel Law (See Personnel Law Section 16-225.01.).

38. BEREAVEMENT LEAVE

A. In the event of the death of an employee's spouse, child, or parent, the employee may take up to four (4) working days leave for bereavement. The first three (3) days will be administrative leave days and the other day will be charged to employee's accumulated sick leave, annual leave or leave without pay.

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

39. PRESIDENTIAL AND UNION BUSINESS LEAVE

A. The President of FOP 112, 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 FOP 112 for the administration of the Agreement between Prince George's County, Maryland and the Fraternal Order of Police 112, Prince George's County Sheriffs Lodge Inc. (FOP 112) and for conducting FOP 112 business. Subject to the conditions set forth herein, employees covered by this Salary Schedule may be granted, at the request of FOP 112, union business leave for official FOP 112 business for the purpose of attending workshops, conventions, conferences and seminars. Where leave is requested for employees covered by this Salary Schedule to attend workshops, conventions, conferences and seminars, the President of FOP 112 must deliver to the Office of the Sheriff a written request for the leave at least ten (10) working days before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which

the leave is requested.

B. The County will provide one thousand (1,000) hours of union business leave per fiscal year covered by this Salary Schedule for attendance at workshops, conventions, conferences and seminars. No union business leave will be granted pursuant to this Section when the one thousand (1,000) hours has been used up during a fiscal year, and any unused balance of the one thousand (1,000) hours 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 subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that FOP 112 will not request union business leave under this Section for business or activities that are detrimental to the Department.

40. ADDITIONAL LEAVE PROVISION

A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Salary Schedule will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour worked during the period of closure (not to exceed twelve (12) hours per employee per twenty-four (24) hour period).

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

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

D. With the prior approval of the Sheriff or his/her designee, a Deputy Sheriff who is on extradition overnight for one (1) or more nights shall receive extradition compensation of four (4) hours of compensatory leave for each overnight.

41. LIFE INSURANCE

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

B. For Deputy Sheriffs who retire on or after July 1, 1995, the County-provided basic life insurance benefits of up to one hundred thousand dollars (\$100,000.00) will not be reduced until the retiree attains age sixty (60). At that time, the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the life insurance benefit by fifteen percent (15%) on the first day of the calendar month coinciding with or next following the date of the retiree's attainment of

age sixty (60). On each of the next four (4) anniversaries, the retiree's insurance benefit will be reduced by the same dollar amount.

C. The accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000) to an employee's designated beneficiary for death or personal loss caused by an accident on or off the job.

42. SUPPLEMENTAL LIFE INSURANCE BENEFIT

Employees covered by this Salary Schedule are provided with a supplemental life insurance benefit equal to fifty (50) times the employee's monthly salary up to a maximum of two hundred thousand dollars (\$200,000.00). The supplemental life insurance benefit provided under this provision shall continue as long as the employee is actively employed.

43. WORKERS' 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.

44. 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.

45. 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.

46. INSURANCE PREMIUMS

A. During Calendar Year 2017, the County shall contribute seventy-three percent (73%) 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 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 who elects to participate in the program. Participating employees and retirees shall contribute the remaining thirty percent (30%).

The PPO health insurance plan is only available to retirees as of January 2003 living outside of the area. A retiree may re-enroll in the County's health benefits plans in the case of the death or divorce from a spouse or losing health benefits coverage through a spouse. The retiree must notify the County within thirty-days (30) of the event to re-enroll in the health benefits plans lost. The retiree must submit written documentation reflecting the proof of the date the coverage was lost, as well as the health benefits plans lost. The premium contribution schedule and health benefits plans provisions in effect at the time the retiree enrolls in the plans as a result of losing the coverage will apply.

B. In Calendar Years 2017 and 2018, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees, defined as any deputy sheriff who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-seven percent (27%). Bargaining unit members who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph A above.

C. During Calendar Year 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 or retiree who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (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 shall contribute the remaining twenty-five percent (25%).

D. In Calendar Years 2017 and 2018, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees, defined as any deputy sheriff who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-two percent (22%). Bargaining unit members who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph C. above.

E. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County. This benefit option is not available to retirees.

F. During Calendar Year 2017, the County shall contribute eighty-eight percent (88%) 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 twelve percent (12%). Effective January 2018, 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.

G. In Calendar Years 2017 and 2018, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees, defined as any deputy sheriff who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). Bargaining unit members who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph F above.

H. The County has agreed to extend certain provisions of this article to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining

I. An employee or retiree can elect to enroll in the Preferred Provider Organization (PPO) or Dental Maintenance Organization (DMO) dental plans. The employee or retiree pays one hundred percent (100%) of the cost of these plans, if they elect to enroll in either of the plans.

J. Employees may choose to enroll in a Long-Term Disability (LTD) Program offering fifty percent (50%) or sixty percent (60%) up to the specified plan maximum of their annual salary up to the normal social security retirement age. Employees will pay one hundred percent (100%) of the cost of whichever option is chosen. This benefit plan option is not available to retirees.

K. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to two thousand five-hundred fifty dollars (\$2,550.00) in a medical flexible spending account. This benefit plan option is not available to retirees.

L. The County shall contribute one hundred percent (100%) of the monthly premium for County basic life insurance (BLI) for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000.00). Employees may purchase extra life insurance (XLI) in multiples of one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00), which includes the basic life insurance amount provided by the County. Employees will pay for the XLI coverage at rates based on their age and salary. Employees may choose to reduce their BLI to one (1) times their annual salary and receive a credit. Refer to Section 6.11.03 that outlines the life insurance coverage the County provides to retirees.

M. The County agrees to meet and consult with FOP 112 for a reasonable period of time, but no later than 60 days prior to any change, before implementing changes in health benefits (including medical, prescription drug, dental and vision care programs) provided to employees covered by this Agreement. The parties shall establish a six member committee (3 from each party) for purposes of these discussions. As a required part of these meetings and consultations, the County agrees to invite representatives of FOP 112 to meet with the health care consultants and contractors used by the County in selecting and contracting for these benefits. The County further agrees to respond as promptly as practicable to reasonable requests for relevant information that may be requested by FOP 112.

47. RETIREMENT CONTRIBUTIONS

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

B. Classified employees hired prior to January 1, 1980, and are participants in the Employees' Retirement System may transfer to the Employees' Pension System, which is non-contributory up to the Social Security Wage Base.

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

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

48. SUPPLEMENTAL RETIREMENT CONTRIBUTIONS

A. Benefit Accrual and Amounts

1. Effective June 30, 1985, employees covered by this Salary Schedule shall commence participation in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program is determined as follows:

a. Benefit accrual is at the rate of four tenths of one percent (0.4%) times the number of years of actual and continuous service the employee has as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Subsection E.

b. Pursuant to Subparagraph a, above, the maximum benefit payable to any eligible employee is ten percent (10%) of the employee's average annual compensation, as determined pursuant to Subsection E.

B. Vesting

1. Minimum Continuous Service Requirements

a. No employee covered by this Salary Schedule shall be entitled to any benefit described in this Section 46 until the employee has completed a minimum of five (5) years of actual and continuous service as a Deputy Sheriff for Prince George's County.

b. Minimum Continuous Service Requirements new for bargaining unit members

Bargaining unit employees hired after April 30, 2016 shall not be entitled to any benefit described in this Article until the employee has completed a minimum of ten (10) years of actual and continuous service as a Deputy Sheriff for Prince George's County.

2. Vested Benefit

a. An employee completing the minimum continuous service requirements of Subsection B., above, shall be entitled to receive a monthly benefit as determined pursuant to Subsection A.

C. Benefit Payment

The benefit accrued by an employee under either Subsection A or Subsection B, above, shall not be payable until retirement at the earliest of the following:

1. The date on which the employee reaches twenty-five (25) years of actual and continuous service;
2. The date the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Deputy Sheriff for Prince George's County;
3. The date the employee reaches age fifty-five (55) and fifteen (15) years of service; or,
4. The date the employee reaches age sixty-two (62) and five (5) years of service.

D. Funding

The cost of funding the supplemental retirement benefit described in this Section 43 will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 1999, the employee contribution will be five and two-tenths of one percent (5.2%). The County shall contribute such amounts as are actuarially determined to be required to provide for the benefits under the Plan.

E. Definitions

1. Actual Service means service while employed as a Deputy Sheriff of Prince George's County.

a. Actual Service shall also mean the service indicated for employees covered by this Salary Schedule who are identified in the May 4, 1984 Memorandum of Understanding between the parties.

2. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of

thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

3. Compensation means the basic compensation actually received by an employee for service rendered as a Deputy Sheriff for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. Continuous Service means the most recent unbroken period of employment as a Deputy Sheriff for Prince George's County. Continuous Service shall also include the service indicated for employees covered by this Salary Schedule who are identified in the May 4, 1984 Memorandum of Understanding between the parties.

F. Pension Plan Modifications Effective July 1, 1989

Effective July 1, 1989, the benefit accrual rate in Subsection A, above, shall be increased to six tenths of one percent (0.6%) and the maximum benefit payable under Subsection A, above, shall be increased to fifteen percent (15%).

G. Hold Harmless for Supplemental Retirement and Leave Payout

Fiscal Year 1996/Fiscal Year 1997 Merit. For any employee covered by this Salary Schedule who retires during the period from July 1, 2007 through June 30, 2009, "Average Annual Compensation" as that term is defined in Subsection E. (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Year 1996 and Fiscal Year 1997 but for the deferral of such step increases in those years.

Fiscal Years 2010, 2011, 2012 2013, 2016, 2017 and 2018 Merits. For any employee covered by this Agreement who retires during the term of this Agreement, "Average Annual Compensation" as that term is defined in Subsection E (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Years 2010, 2011, 2012, 2013, 2016, 2017 and 2018.

H. Supplemental Retirement Benefit Plan Modifications Effective July 1, 1992.

Effective July 1, 1992, the supplemental retirement benefit accrual rate will be increased from six tenths of one percent (0.6%) to eight tenths of one percent (0.8%) per year with normal retirement after twenty-five (25) years of service at a benefit of twenty percent (20%). However, an employee with twenty-five (25) years of service may accrue up to five (5) more years of service (for a total of thirty (30)) at a benefit accrual rate of one percent (1%) per year for a total maximum benefit of twenty-five percent (25%).

I. Supplemental Retirement Benefit Plan Modifications Effective January 1, 1999.

Effective January 1, 1999, the benefit accrual rate in Subsection H above shall be increased from eight tenths of one percent (0.8%) to one percent (1%) per year for up to

twenty-five (25) years of service for an increase in normal benefit from twenty percent (20%) to twenty-five percent (25%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty percent (30%).

J. Supplemental Retirement Benefit Plan Modifications Effective July 1, 2001

Effective July 1, 2001, the benefit accrual rate in Subsection H above shall be increased from one percent (1%) to one and two-tenths percent (1.2%) per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty five percent (25%) to thirty percent (30%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefits accrual rate of one and two-tenths percent (1.2%) per year for a total maximum benefit of thirty-six percent (36%).

K. Disability Benefits.

The Supplemental Pension Plan will be revised at no cost to the General Fund to provide a disability benefit payable to retirees on a non-service or service connected disability pension from the State. The Supplemental Pension Plan disability payment will be equal to the employee's accrued benefit under the plan as of his or her disability retirement date.

49. DEPUTY SHERIFF PENSION PLAN

A. Establishment of the Plan

Employees covered by this Salary Schedule may elect to commence participation in the Deputy Sheriff Pension Plan (the Plan) (established by amending the Supplemental Retirement Benefit Plan) in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan described in Section 43, above. The Plan will be implemented on July 1, 1996. Establishment of the Plan is contingent on approval of the Plan by the County Council and the State, on the transfer of the appropriate assets from the State Retirement/Pension Systems to the County and is also contingent on IRS tax qualification.

B. Benefit Accrual and Amounts

1. Normal Benefit

a. Normal Benefit accrual is at the rate of two percent (2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 47.G., below. Additional benefit accrual may be earned for years twenty-six (26) through (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The

maximum benefit payable is sixty-one percent (61%).

b. Effective January 1, 1999, Normal Benefit accrual is at the rate of two and two-tenths percent (2.2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 47.G., below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years twenty-six (26) through thirty (30) years at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-six percent (66%).

c. Effective July 1, 2001, normal benefit accrual is at the rate of two and five-tenths percent (2.5%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 47.G., below, for a normal retirement benefit of fifty percent (50%). Additional benefit accrual may be earned after twenty (20) years through thirty (30) years at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is seventy-five percent (75%).

d. Effective July 1, 2003, normal benefit accrual is at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 47.G., below, for a normal retirement benefit of sixty percent (60%). Additional benefit accrual may be earned after twenty years through thirty (30) at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is eighty-five percent (85%).

e. Effective July 1, 2013, for employees with less than five (5) years of service credit as of July 1, 2013, normal benefit accrual is at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff for the first twenty (20) years of actual and continuous service, and at the rate of (2.5%) per year for additional years of service up to twenty-five years of service, multiplied by the employee's average annual compensation, as determined pursuant to Section 47.G below, for a normal retirement benefit of 72.5% after twenty-five years of service. Additional benefit accrual may be earned after twenty-five (25) years through thirty (30) years at the rate of two and five-tenths percent (2.5%) per year.

f. Upon enactment of the legislation implementing this Salary Schedule, the maximum benefit payable is eighty-five percent (85%) of the employee's average

annual compensation. However, in the case of an employee hired prior to January 4, 1995 and who has reached thirty (30) years of actual and continuous service as of December 31, 2013 (or such earlier date should the employee retire prior to December 31, 2013), such employee will not be subject to the 85% maximum benefit but rather will be frozen at the benefit rate that the employee would have been entitled utilizing applicable leave balances had the employee retired on December 31, 2013 (or such earlier date should the employee retire prior to December 31, 2013).

2. Disability Benefit

a. Job Related

1. Effective July 1, 1999, the benefit for a job related disability is seventy percent (70%) of the employee's average annual compensation, as determined pursuant to Section 47.G., below, during the employee's first year of disability retirement. Thereafter, effective July 1, 2001 the job related disability benefit is reduced to sixty percent (60%) of the employee's annual average compensation.

2. Deputy Sheriffs who are disabled (service connected) after twenty (20) years of service will remain eligible for a service connected disability retirement. Effective July 1, 2001, subject to approval by the Internal Revenue Service, Deputy Sheriffs who retire due to a service-connected disability after twenty-four (24) years of service, will receive their regular retirement benefit offset by the service connected disability retirement benefit, in addition to the nontaxable disability retirement benefit. For example, an officer with twenty-seven (27) years of service is eligible for a normal retirement benefit of sixty-seven and five tenths percent (67.5%) if disabled on the job, the officer would receive a sixty percent (60%) tax free disability retirement benefit and a seven and five tenths percent (7.5%) taxable pension benefit.

3. For purposes of determining eligibility for line-of-duty disability retirement benefits under Section 47.B.2.a., any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability shall be presumed to be a service connected disability and to have been suffered in the line of duty and as a result of his/her employment.

4. It is the intention of this Section that any participant, who suffers from a condition or impairment of health caused by heart disease or hypertension, shall receive service connected disability benefits from the Plan unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

b. Non-Job Related

Effective July 1, 2001, the benefit for a non-job related disability is equal to a benefit calculated on the regular service formula for a normal benefit pursuant to Section 44.B., above, but will not be less than thirty percent (30%) of the employee's average annual compensation, as determined pursuant to Section 47.G., below. To be eligible for the benefit, the employee must have completed five (5) years of actual and continuous service as a Prince George's County Deputy Sheriff.

c. Any Deputy Sheriff on disability retirement hired as a civilian employee of the Sheriff will be treated as a brand new civilian employee, that is, he/she does not get service credit for pension, leave approval, etc. based on his/her previous service as a Deputy Sheriff or court security officer.

3. Death Benefit. Upon the death of a Plan participant, one of the following benefits will be payable, as appropriate:

a. Prior to retirement and prior to the participant's normal retirement date, the participant's surviving spouse will receive the participant's contributions to the Plan with interest.

b. Prior to retirement and after the participant's normal retirement date, the participant's surviving spouse shall receive a pension equal to fifty percent (50%) of the actuarially reduced pension the participant would have received [if] he/she retired the day before his/her death and elected a joint and survivor annuity.

c. After retirement, the participant may elect a joint and survivor benefit (actuarially reduced for his/her surviving spouse) or the payment of any of the participant's remaining contributions plus interest to the participant's designated beneficiary.

4. Cost Of Living Increases

a. In January of each year, beginning in January, 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund."

b. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in paragraph 4.c., below.

c. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to

paragraph 4.a., above, provided:

1. Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.
2. Beginning in January 2000, the maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month.
3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten dollar (\$10.00) benefit increase.

d. Any amount in the “post-retirement increase fund” described in paragraph 4.a. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 4.c.2. or less than an amount necessary to provide the minimum benefit described in paragraph 4.c.3. will be transferred (returned) to the general pension fund assets.
“post-retirement increase fund.”

e. The phrase “actuarially calculating the lifetime benefit” in subparagraph 4.c., above, means that the Plan’s actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

f. In Fiscal Year 2008 and again in Fiscal Year 2009 each retiree will be provided with a bonus check of four hundred twenty dollars (\$420.00).

g. Notwithstanding any of the provisions above, effective the first full pay period in February 2020, each eligible retiree will receive a minimum increase of \$420 annually, payable in monthly installments of \$35.00

5. Pop-back of Benefits

Effective Fiscal Year 2006, where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, or where the spouse beneficiary of the retiree has been granted a valid and final decree of divorce from the retiree either before or after July 1, 2005, the retiree's benefit shall be increased ("pop-back") to the level it would have been had the joint and survivor option never been chosen.

6. Contingent Annuitant after Retirement

Effective Fiscal Year 2006, a retiree receiving benefits who marries after retirement may, within ninety (90) days of marriage, reduce his or her retirement

benefit and name the new spouse as a contingent annuitant, provided there is no actuarial cost to the County and there is sufficient evidence of insurability.

C. Vesting

1. Minimum Continuous Service Requirements

No employee covered by this Salary Schedule shall be entitled to a normal benefit provided by the Plan until the employee has completed a minimum of five (5) years of actual and continuous service as a Deputy Sheriff for Prince George's County.

2. Vested Benefit

An employee completing the minimum continuous service requirements of Subsection 1, above, shall be entitled to receive a monthly benefit as determined pursuant to Section 47.

D. Benefit Payment

The benefit accrued by an employee under either Section 47.B.1. or 47.C., above, shall not be payable until the latest of the following:

1. For employees with more than five (5) years of service credit as of July 1, 2013:
 - a. The date on which the employee reaches either twenty (20) years of actual and continuous service or age fifty-five (55) with five years vested, whichever occurs earlier; or,
 - b. The date on which the employee either reaches age fifty-five (55) with five (5) years service (vested) or would have reached twenty (20) years of actual and continuous service had the employee not separated from service as a Deputy Sheriff for Prince George's County, whichever occurs earlier; or,
 - c. The date on which the employee actually separates from employment as a Deputy Sheriff for Prince George's County.
2. For employees with less than five (5) years of service credit as of July 1, 2013:
 - a. The date on which the employee reaches either twenty-five (25) years of actual and continuous service or age fifty-five (55) with five years vested, whichever occurs earlier; or,
 - b. The date on which the employee either reaches age fifty-five (55) with five (5) years service (vested) or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Deputy Sheriff for Prince George's County, whichever occurs earlier; or,

c. The date on which the employee actually separates from employment as a Deputy Sheriff for Prince George's County.

E. Funding

The cost of funding the Plan will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 2003, the employee contribution shall be ten percent (10%) of salary. Employees hired on or after July 1, 2005, will contribute eleven percent (11%) of their salary. The County shall contribute such amounts as are actuarially determined to be required to provide for the benefits under the Plan.

F. Purchase of Service with Accrued Leave

Effective July 1, 1995, the Deputy Sheriff's new pension plan will be modified to provide the purchase of one (1) month additional creditable service with accrued leave: either forty (40) hours of annual leave or eighty (80) hours of sick leave.

1. Purchase of Service with Accrued Leave for new bargaining members

For bargaining unit employee hired after April 30, 2016, the Deputy Sheriff's pension plan will be modified to provide the purchase of one (1) month additional creditable service with accrued leave: either eighty (80) hours of annual leave or eighty (80) hours of sick leave.

G. Definitions

1. Actual Service means service while employed as a Deputy Sheriff of Prince George's County.

a. Actual Service shall also mean the service indicated for employees covered by this Salary Schedule who are identified [in] the May 4, 1984 Memorandum of Understanding executed between the parties pursuant to Section 46, above.

b. A Deputy's years of service will be determined by the greater of County credited service, described in the two paragraphs immediately above, or the Deputy's credited service under the State Retirement/Pension Plans, provided, however, that use of credited service under the State Retirement/Pension Plans is contingent on the transfer of assets from previous employer(s) and employee contributions, if applicable, for each year counted.

2. Average Annual Compensation means an amount computed by dividing by two (2) the compensation actually received by an employee during whatever period of twenty-four (24) consecutive months of continuous service will provide the largest total compensation for any such period.

3. Compensation means the basic compensation actually received by an employee for service rendered as a Deputy Sheriff for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. Continuous Service means the most recent unbroken period of employment as a Deputy Sheriff for Prince George's County. Continuous Service shall also include the service indicated for employees covered by this Agreement who are identified in the May 4, 1984 Memorandum of Understanding between the parties pursuant to Section 46, above, and any additional service credited under the State Retirement/Pension Plans pursuant to paragraph G.1., above.

H. Joint Study Committee

A Joint Study Committee comprised of representatives of the Union and the County will study and make recommendations concerning pension matters. The committee will meet at least monthly with a representative of the County's Office of Personnel and Labor Relations. The Committee will complete its work by July 1998.

I. Prior Fiscal Year Merits

1. Fiscal Year 1997/Fiscal Year 1997 Merit. For any employee covered by this Salary Schedule who retires during the period from July 1, 2005 through June 30, 2007, "Average Annual Compensation" as that term is defined in paragraph G (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Year 1997 and Fiscal Year 1997 but for the deferral of such step increases in those years.

2. Fiscal Years 2010, 2011, 2012 2013 and 2016 Merits. For any employee covered by this Salary Schedule who retires during the period from July 1, 2013 through June 30, 2015, "Average Annual Compensation" as that term is defined in paragraph G (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Years 2010, 2011, 2012, 2013 and 2016.

J. Pension Plan Modifications effective July 1, 1997

The Memorandum of Understanding, dated April 26, 1997, which provided four (4) participants in the Deputy Sheriff Comprehensive Pension Plan with pension credit for County employment before a break in their service will be amended to permit those plan participants to receive credit for that service toward normal retirement provided this can be achieved at no additional cost to the County or to the Deputy Sheriff Comprehensive Pension Plan.

K. Military Service Credit

Military service credited under the comprehensive Pension Plan pursuant to Section 7.12(G)(1) as a result of a State System participant's transfer to the Comprehensive Pension Plan shall be credited as actual service toward normal retirement. The Comprehensive Pension Plan will be amended to permit Deputy Sheriffs to purchase up to two (2) years of military service, other than military service credited pursuant to Section 7.12(G)(1), to be credited after normal

retirement at no cost to the Plan. "Up front" military service as identified in the November 19, 2002 Memorandum of Understanding between the parties shall be granted to the nine (9) employees identified in such Memorandum of Understanding.

L. Lateral Transfer

A lateral transfer formula will be developed for transfers from the police department to the Sheriff's Department. Effective Fiscal Year 2006, a lateral transfer formula will be developed for transfers from the Corrections Department and for Fire Inspectors only.

M. DROP Plan

The County and FOP 112 agree to establish a cost-neutral Deferred Retirement Option Program (DROP) for participants in the Deputy Sheriffs Pension Plan to be effective on June 1, 2022. The terms of the DROP shall be the same or similar to those for the DROP programs agreed to by the County and FOP Lodge 89, except that the DROP eligibility shall be set as two years past normal retirement age for the particular employee (as defined in the Plan), unless either: (a) the parties agree on or before March 1, 2022 to an alternative plan; or (b) the County obtains a cost estimate from the Plan's actuary on or before December 2021, which shows that the Police Officer's DROP plan as applied to the Deputy Sheriffs Pension Plan would impose costs to the County beyond those reasonably projected in the absence of the DROP program. If the County produces such a study, the County and FOP 112 will meet on or before January 15, 2022, to determine how the proposal may be modified to achieve the goal of a mutually agreeable DROP program, and agree to bargain over the implementation of such a DROP program.

50. IRS PICKUP PLAN

A. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 43. D. (Funding) and Section 44. E. (Funding) hereof. Such amounts:

1. are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;
2. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;
3. shall be paid by the County from the same source of funds that is used to pay compensation to the employee;
4. shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

B. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods

beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

51. ADMINISTRATION OF EMPLOYEE LEAVE

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

52. 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.

53. 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.

54. EQUIPMENT

A. All sworn Deputies will receive an initial issue of a new protective vest (not used) with a five (5) year replacement program. The Specialized Service Team (SST) will receive serviceable and unexpired special protective ballistics vests that are appropriately sized or fitted for the member, and which will be replaced prior to the vest's expiration date, but no later than five years after receipt by the member.

B. All sworn Deputies will be issued a departmental semiautomatic handgun.

C. Effective the first full pay period of July 2021, all Deputy Sheriffs will receive an initial issue of a reflective, fluorescent safety vest.

55. 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.

56. RETROACTIVE COVID-19 HAZARD PAY

Essential Public Facing employees that reported to work from September 27, 2020 through April 24, 2021 will be entitled to receive \$350 per pay period of COVID-19 Hazard Pay. For an employee to receive the \$350 COVID-19 Hazard Pay, an employee must have worked 75% of their scheduled hours. If an employee worked less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. For purposes of clarity, an *essential public facing* employee is one who, during the performance of their assigned duties, must have had substantial direct contact with the public and other employees thus increasing their risk of exposure to COVID-19. Telework hours do not qualify for this provision.