

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2022 Legislative Session**

Resolution No. CR-006-2022

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

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

Co-Sponsors \_\_\_\_\_

Date of Introduction February 1, 2022

**RESOLUTION**

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 Fraternal Order of Police, Prince George’s County Lodge 89, Inc.

4 Salary Schedule L

5 For the purpose of amending the Salary Plan of the County to reflect the terms of the labor  
6 agreement by and between Prince George’s County, Maryland and the Fraternal Order of Police,  
7 Prince George’s County Lodge 89, Inc.

8 WHEREAS, pursuant to Section 903 of Article IX of the Prince George’s County Charter  
9 and Section 16-125(a) of the Prince George’s County Code, amendments to the County’s Salary  
10 Plan are to be submitted to the County Council in resolution form; and

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 the Fraternal Order of Police, Prince George’s County Lodge 89, Inc.

14 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's  
15 County, Maryland, that Salary Schedule L submitted and recommended by the County Executive  
16 on \_\_\_\_\_, which is attached hereto and made a part here of, setting forth the  
17 following modifications: wage scale adjustment, merit increase, retroactive COVID-19 Hazard  
18 Pay, wage reopener, TEC pay, and the establishment of joint committees; be and the same is  
19 hereby approved.

20 BE IT FURTHER RESOLVED that this Resolution shall take effect on the day it is  
21 adopted and that, unless stated otherwise in a specific provision of the Salary Schedule, shall be

1 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 L**

**SCHEDULE OF PAY GRADES**

**FRATERNAL ORDER OF POLICE**

**PRINCE GEORGE'S COUNTY LODGE 89, INC.**

**PRINCE GEORGE'S COUNTY, MARYLAND**

**EFFECTIVE JULY 1, 2020 – JUNE 30, 2022**

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## 1. COST OF LIVING ADJUSTMENTS

Employees covered by this Agreement shall not receive a Cost of Living Adjustment in Fiscal Year 2021 or Fiscal Year 2022.

## 2. MERIT STEP INCREASES

### A. Wage Scale for Police Officers.

1. Effective the first full pay period on or after September 1, 2018, for the rank of L01 (Police Officer), the entry pay at Step A shall be as set forth in the attached wage scale, which shall remain applicable to each new officer for the first two years of employment, and then Steps B through P for the rank of L01 (Police Officer) shall be established as three percent (3%) above the prior Step.

2. Effective the first full pay period on or after September 1, 2018, for the ranks of L02 (Police Officer First Class) and L03 (Corporal), Step A shall be established as two (2) three and one-half percent (3.5%) steps above Step A for the lower ranks of L01 and L02, respectively; and for the ranks of L04 (Sergeant) and L05 (Lieutenant), Step A shall be established as ten (10) percent above Step A for the lower ranks of L03 and L04, respectively. For all ranks, Steps B through I, shall be established as three percent (3%) above the prior Step, Steps J through S shall be established as one and three quarters percent (1.75%) above the prior Step, Steps T and U shall be established as one and one-half percent (1.5%) above the prior Step, ~~and~~ Step V shall be established as three percent (3%) above the prior Step, and Step W shall be established for 23 years of service as one and three quarters percent (1.75%) above the prior Step.

3. Effective the first full pay period on or after March 1, 2019, for all ranks from L01 through L05, Steps B and E shall be increased by an additional one half of one percent (0.5%) and Step J shall be increased by an additional one and one quarter percent (1.25%).

4. Effective the first full pay period on or after January 1, 2020, for all ranks from L01 through L05, Steps C and F shall be increased by an additional one half of one percent (0.5%) and Step K shall be increased by an additional one and one quarter percent (1.25%). In addition, Steps T through W shall be established as one and three quarters percent (1.75%) above the prior Step, and Step X shall be established for 24 years of service as one and three quarters percent (1.75%) above the prior Step.

5. Copies of the five (5) Uniform Wage Scales applicable during Fiscal Years 2019 and 2020 are attached and incorporated herein. The five (5) Uniform Wage Scales, as provided above, are effective July 1, 2018 (the current Uniform Wage Scale first effective in January 2017), the first full pay period in September 2018, the first full pay period in March 2019, the first full pay period in January 2020 and the first full pay period in March 2020.

6. Effective the pay period beginning October 10, 2021. In summary, for rank of Police Officer, change Step C to Entry Step for 18 months; change Step D to cover from 18 months until 3 years; and keep all other Steps at 3.5%. For all other ranks (Police Officer First Class, Corporal,

Sergeant, and Lieutenant), raise Steps D, G, H, and I from 3.0% to 3.5%, but reduce Steps L (10 years) and M (11 years) from 3.0% to 1.75%; keep Steps 12 through 23 at 1.75%; and eliminate Step 24.

B. Merit Increases

See Wage Scale for Police Officers Plan Modification (above, paragraph 6)

Effective for the Pay Period Beginning October 10, 2021, all covered officers will be placed on the modified uniform wage scale pursuant to their years of service as of the first day of that pay period. Thereafter, officers 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 beginning on July 1, 1999, any police officer covered by this Agreement who complete eighteen (18) years of actual and continuous service as defined in the Police 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 upon which the officer has completed eighteen (18) years of service, and the officer's anniversary date will be changed, if necessary, to reflect his/her date of hire.

Effective beginning in the second pay period after issuance of the arbitration any police officer covered by this Agreement who has completed twenty (20) years of actual and continuous service as defined in the Police Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of twenty (20) years of service will be placed at that step, and the officer's anniversary date will be changed, if necessary, to reflect his/her date of hire.

C. 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 to receive the full stipend amount. 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 substantial direct contact with the public and other employees thus increasing their risk of exposure to COVID-19. All sworn officers covered by this collective bargaining agreement are essential public facing personnel and do not telework.

D. Wage Reopener

The County agrees to a wage reopener with FOP Lodge 89 if at any point during the term of this Agreement the federal government or state of Maryland enact legislation which allows the County to specifically use federal or state funding for bargaining unit pay (including wages, salaries, or specialty pay).

### 3. UNIFORM WAGE SCALE

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 the Agreement and described below.

#### A. DESCRIPTION OF THE UNIFORM WAGE SCALE

1. For each rank of police officer in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step 0 through Step 14: Police Officer - L01; Police Officer First Class - L02; Police Corporal - L03; Police Sergeant - L04; and, Police Lieutenant - L05. The percentage values of the intervals between steps are 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.

2. 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 (1) 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 officer 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.

3. Employees covered by the Agreement and hired before July 1, 1987 will keep the anniversary dates that they held on July 1, 1987 for as long as they are continuously employed. Employees hired on or after July 1, 1987 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Effective June 30, 1996, the County will adjust each officer's anniversary date to the earlier of the Officer's date of hire or current anniversary date.

4. Upon promotion to the rank of Police Officer First Class or Police Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3 1/2%) steps). Officers hired on or after July 1, 1995, will be eligible to take the Police Officer First Class (PFC) examination after they have completed three (3) years as a Prince George's County Police Officer (now eighteen months) and will be eligible to take the Police Corporal exam after completing two (2) years of service as a Prince George's County Police Officer First Class (now sixteen (16) months). Corporals will be eligible to take the Sergeant's examination after completing sixteen (16) months of service as a Prince George's County Corporal; Sergeants will be eligible to take the Lieutenant's examination after completing one (1) year of service as a Prince George's County Sergeant; Lieutenants will be eligible to take the Captain's examination after completing one (1) year of service as a Prince George's County Lieutenant. The parties also agree that time spent by a bargaining unit member in an acting capacity in a higher rank does not meet the required time periods described in this paragraph. The parties further agree that an officer who is demoted to a lower rank must meet these time-in-grade requirements with service in the applicable rank that is completed after the demotion.

5. Upon promotion to the rank of Sergeant or Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, a ten percent (10%) increase).

**B. IMPLEMENTATION OF THE UNIFORM WAGE SCALE**

1. FY90: Effective July 2, 1989, employees covered by the 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.

2. However, an officer 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 officer who was hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to the foregoing rules and will maintain the resultant step differential.

3. On their anniversary dates during FY90, all officers 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 officer is at Step 14.

4. FY91: On their anniversary dates during FY91, an officer below the step which would be warranted by his or her years of service will be placed at that step. An officer who was hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to this rule so as to maintain the resultant step differential.

**C. MODIFICATION OF UNIFORM WAGE SCALE - EFFECTIVE JULY 1, 1994**

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

a. For each rank of police officer in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step A through Step O.

b. Grade L01 is the pay grade for the rank of Police Officer. 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 intervals from Step L through Step O. The entry rate for a Police Officer is Step A. A Police Officer (L01) will be eligible to advance to the next step for that rank on the officer's anniversary date at the rate of one step per year up to and including Step N (after thirteen (13) years), provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a Police Officer (L01) 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 officer's performance for the applicable period has been evaluated as satisfactory.

c. Grades L02 through L05 are the pay grades for Police Officer First Class (L02), Police Corporal (L03), Police Sergeant (L04) and Police Lieutenant (L05). The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step



K and three percent (3%) for the remaining intervals from Step K through Step O. Officers in the ranks of Police Officer First Class through Police Lieutenant will be eligible to advance to the next step for their rank on the officer's anniversary date at the rate of one step per year up to and including Step M (after thirteen (13) years) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step M, officers in the ranks of Police Officer First Class through Police Lieutenant will be eligible to advance to Step N after two (2) years of service (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).

d. Upon promotion to the rank of Police Officer First Class (L02) or Police Corporal (L03), an employee's salary rate shall be increased to the rate of pay at the step of the promotional grade that will provide an increase equivalent to two (2) three and one-half percent (3.5%) steps. Upon promotion to the rank of Sergeant (L04) or Lieutenant (L05), an employee's salary rate shall be increased to that of the corresponding pay step (for example, Step J to Step J) for the promotional grade (that is, a ten percent (10%) increase).

#### D. IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE

FY95: 1. On July 1, 1994, every officer 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 officer's salary rate on June 30, 1994.

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

3. On June 25, 1995, any officer 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.

#### E. MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2000 AND 2001

1. Effective July 1, 1999, anniversary dates will be adjusted to the officer's date of hire (as a police officer, with certain exceptions) if different from his/her current anniversary date, so that all officers receive their merit steps on the first day on which the officer has the required years of service.

2. Effective beginning on July 1, 1999, any police officer covered by the Agreement hired before July 1, 1996, who completes eighteen (18) years of actual and continuous service as defined in the Police 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 upon which the officer has completed eighteen (18) years of service, and the officer's anniversary date will be changed, if necessary, to reflect his/her date of hire.

3. Effective the first full pay period beginning on or after July 1, 1999, Step M of the Uniform Wage Scale for grades L-02 (Police Officer First Class) through L-05 (Police Lieutenant) shall be applicable after thirteen (13) years of service, Step N shall be applicable after fourteen

(14) and fifteen (15) years of service, Step 0 shall be applicable after sixteen (16) and seventeen (17) years of service, and a new Step P (at three percent (3%) higher than Step 0) shall be applicable after eighteen (18) years of service.

4. Effective the first full pay period beginning on or after July 1, 2000, the interval for grades L02 (Police Officer First Class) through L05 (Police Lieutenant) between Step B to Step C shall be increased from three and one-half percent (3.5%) to four percent (4%), such that all steps at Step C and above on the Uniform Wage Scale shall be increased by one-half of one percent (0.5%).

F. MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2002 AND 2003

1. The rate for Step A, for the rank of Police Officer (L01), shall be increased by ten percent (10%). Each subsequent interval (Steps A to B, B to C, through N to O) on the Uniform Wage Scale for the rank of Police Officer (L01) will be reduced by one-half of one percent (0.5%).

2. The rate for Step B, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step A.

3. The rate for Step C, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step B.

4. The rate for Step D, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step C.

5. The rate for Step E, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step D.

6. The rate for Step F, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step E.

7. The rate for Step G, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step F.

8. The rate for Step H, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step G.

9. The rate for Step I, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step H.

10. The rate for Step J, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step I.

11. The rate for Step K, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step J.

12. The rate for Step L, for the rank of Police Officer (L-01), shall be established three

percent (3%) above the rate for Step K.

13. The rate for Step M, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step L.

14. The rate for Step N, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step M.

15. The rate for Step O, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step N.

16. The rates for Step A, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be increased by ten percent (10%). Each subsequent interval (Steps A to B, B to C, through O to P) on the Uniform Wage Scale for all other ranks will be reduced by one-half of one percent (0.5%).

17. The rates for Step B, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step A.

18. The rates for Step C, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three and one-half percent (3.5%) above Step B.

19. The rates for Step D, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step C.

20. The rates for Step E, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step D.

21. The rates for Step F, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step E. The rates for Step G, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step F.

22. The rates for Step H, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step G.

23. The rates for Step I, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step H.

24. The rates for Step J, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step I.

25. The rates for Step K, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step J.

26. The rates for Step L, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step K.

27. The rates for Step M, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step L.

28. The rates for Step N, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step M.

29. The rates for Step O, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step N.

30. The rates for Step P, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step O.

G. MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2004 AND 2005

1. Effective July 13, 2003, for the rank of Police Officer, the old Step B (renamed Step A) shall be applied for zero to one and one-half (0-1.5) years of service, the old Step C (renamed Step B) shall be applied after one and one-half (1.5) years of service, the old Step D (renamed Step C) shall be applied after three (3) years of service, and so on.

2. Effective July 13, 2003, for all ranks, Step D shall be established as three and one-half percent (3.5%) above the rate for Step C. Effective July 13, 2003, for the rank of Police Officer, Steps M&N shall be established as two and three-quarters percent (2.75%) above the rate for the prior step, and for all other ranks, Steps M, N, O and P shall be established as two and three-quarters percent (2.75%) above the rate for the prior step.

3. Effective January 9, 2005, for all ranks, Step C shall be established as five percent (5%) above Step B and Step P shall be established as three and one-tenth percent (3.1%) above Step O.

H. MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2006 and 2007

The following modifications to the Uniform Wage Scale, attached hereto, will become effective during Fiscal Year 2006:

a. Effective July 1, 2005, the rates for Step C through N for the rank of L02 (Police Officer First Class) shall be increased by three and one-half percent (3.5%). Steps O and P shall be increased by two and one-half percent (2.5%).

b. Effective July 1, 2005, the rates for Steps E, F, G, O and P for the rank of L03 (Corporal) shall be increased by two and one-half percent (2.5%). Steps H through N shall be increased by three and one-half percent (3.5%).

c. Effective July 1, 2005, the rates for Steps G, O and P for the rank of L04 (Sergeant) shall be increased by two and one-half percent (2.5%). Steps H through N shall be increased by three and one-half percent (3.5%).

d. Effective July 1, 2005, the rates for Steps H through N for the rank of L05

(Lieutenant) shall be increased by three and one-half percent (3.5%). Steps O and P shall be increased by two and one-half percent (2.5%).

e. Effective July 1, 2005, for the rank of Police Officer, the old Step C (renamed Step A) shall be applied after one (1) year of service, the old Step D (renamed Step B) shall be applied after two (2) years of service, the old Step E (renamed Step C) shall be applied after three (3) years of service, and so on. Effective July 1, 2005, for ranks of L02 through L05, Step P shall become eighteen (18) to twenty years (20) of service and a new Step Q shall be established at twenty-one (21) years of service at three percent (3%) more than Step P.

I. The following modifications to the Uniform Wage Scale, attached hereto, will become effective during Fiscal Year 2007:

a. Effective July 1, 2006, the rates for Steps C through N for the rank of L02 (Police Officer First Class) shall be increased by three and one-half percent (3.5%). Steps O and P shall be increased by two and one-half percent (2.5%).

b. Effective July 1, 2006, the rates for Steps E, F, G, O and P for the rank of L03 (Corporal) shall be increased by two and one-half percent (2.5%). Steps H through N shall be increased by three and one-half percent (3.5%).

c. Effective July 1, 2006, the rates for Steps G, O and P for the rank of L04 (Sergeant) shall be increased by two and one-half percent (2.5%). Steps H through N shall be increased by three and one-half percent (3.5%).

d. Effective July 1, 2006 the rates for Steps H through N for the rank of L05 (Lieutenant) shall be increased by three and one-half percent (3.5%). Steps O and P shall be increased by two and one-half (2.5%).

e. Effective July 1, 2006, for the ranks of L02 through L05, Step P shall become eighteen (18) to nineteen years (19) of service and Step Q shall become twenty (20) years of service and would remain at three percent (3%) more than Step P.

J. MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2008 and 2009

The following modifications to the Uniform Wage Scale, attached hereto, will become effective during Fiscal Year 2008:

a. Effective May 11, 2008, for the ranks of L02 (Police Officer First Class), L03 (Corporal), L04 (Sergeant), and L05 (Lieutenant), Steps D through K shall be established as three percent (3%) above the prior Step, and Steps L through Q shall be established as two and one-half percent (2.5%) above the prior Step.

b. Effective May 11, 2008, the following provisions of the "Description of the Uniform Wage Scale" shall be re-established: Upon promotion to the rank of Police Officer First Class or Police Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half

percent (3.5%) steps). Upon promotion to the rank of Sergeant or Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, a ten percent (10%) increase).

- c. The Uniform Wage Scale resulting from these changes is attached.

**K. MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEAR 2013**

The following modifications to the Uniform Wage Scale, attached hereto, will become effective during Fiscal Year 2013:

- a. The wage rates on the Uniform Wage Scale, which were previously blank, have been entered for the following ranks and steps: L01 (Police Officer) at Steps M through Q; L02 (Police Officer First Class) at Steps Entry through B; L03 (Police Corporal) at Steps Entry through D; L04 (Sergeant) at Steps A through F; and L05 (Lieutenant) at Steps A through G. This wage scale is effective October 7, 2012.

**L. MODIFICATION OF THE UNIFORM WAGE SCALE -- FISCAL YEAR 2014**

Effective December 15, 2013, for the ranks of L02 (Police Officer First Class), L03 (Corporal), L04 (Sergeant), and L05 (Lieutenant), Step P shall be for 18 years of service; Step Q shall be for 19 years of service; and a new Step R, at two and one-half percent (2.5%) above Step Q, will be added for 20 years of service.

**M. MODIFICATION OF THE UNIFORM WAGE SCALE -- FISCAL YEARS 2017 and 2018**

The following modifications to the Uniform Wage Scale, attached hereto, will become effective as follows:

- a. Effective the first full pay period in January 2017, for the rank of L01 (Police Officer), the entry pay at Step A shall be as set forth in the attached wage scale, which shall remain applicable to each new officer for the first two years of employment, and then Steps B through P for the rank of L01 (Police Officer) shall be established as three percent (3%) above the prior Step.
- b. Effective the first full pay period in January 2017, for the ranks of L02 (Police Officer First Class) and L03 (Corporal), Step B shall be established as two (2) three and one-half percent (3 1/2%) steps above Step B for the lower ranks of L01 and L02, respectively; and for the ranks of L04 (Sergeant) and L05 (Lieutenant), Step B shall be established as ten (10) percent above Step B for the lower ranks of L03 and L04, respectively. For all ranks, Steps C through I shall be established as three percent (3%) above the prior Step, Steps J through S shall be established as one and three quarters percent (1.75%) above the prior Step, Steps T and U shall be established as one and one half percent (1.5%) above the prior Step, and Step V shall be established as three percent (3%) above the prior Step.
- c. Effective the first full pay period in January 2017, for the rank of L01 (Police Officer), Step A shall be for the first 2 years of service, Step B shall be for year following the officer's second anniversary date, Steps C through I shall be for 1 additional year of service, Steps J

through O shall be for 2 additional years of service, and Step P shall be for 22 years of service.

- d. Effective the first full pay period in January 2017, for the ranks of L02 (Police Officer First Class), L03 (Corporal), L04 (Sergeant), and L05 (Lieutenant), Steps B through U shall be for 2 through 21 years of service, and Step V shall be for 22 or more years of service.
- e. Effective the first full pay period in January 2017, for all ranks, officers shall be placed on the uniform wage scale so that they are one year behind their proper placement based on years of service.
- f. A copy of the Uniform Wage Scale applicable during Fiscal Year 2017 (effective the first full pay period in January 2017) and all of Fiscal Year 2018 is attached and incorporated herein.

N. MODIFICATION OF THE UNIFORM WAGE SCALE – EFFECTIVE OCTOBER 10, 2021

Effective the pay period beginning October 10, 2021. In summary, for rank of Police Officer, change Step C to Entry Step for 18 months; change Step D to cover from 18 months until 3 years; and keep all other Steps at 3.5%. For all other ranks (Police Officer First Class, Corporal, Sergeant, and Lieutenant), raise Steps D, G, H, and I from 3.0% to 3.5%, but reduce Steps L (10 years) and M (11 years) from 3.0% to 1.75%; keep Steps 12 through 23 at 1.75%; and eliminate Step 24.

**SALARY SCHEDULE – POLICE UNIT PERSONNEL  
EFFECTIVE OCTOBER 10, 2021**

SALARY SCHEDULE – POLICE PAY																							
Effective the First Full Pay Period On or After October 3, 2021																							
Change Step C to Entry Step for 38 months; change Step D to next 38 months; Raise 3.0% steps to 3.5% steps, except for Steps L and M, which are reduced to 3.75%; all 1.75% steps remain as 1.75% steps.																							
STEPS:	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q								
YRS SERVICE:	0-1.5	1.5-3	≥ 3	4	5	6	7	8	9	10	11	012-013	14-15	16-17	18-19								
LO1-PO	57,889	59,915	62,012	64,182	66,428	68,753	71,160	73,650	76,228	78,896	81,658	84,516	87,474	90,535	93,704								
LO2-PFC	62,012	64,182	66,428	68,753	71,160	73,650	76,228	78,896	81,658	83,087	84,541	86,020	87,525	89,057	90,616	92,201	93,815	95,457	97,127	98,827	100,556	102,316	104,107
LO3-Corporal	66,428	68,753	71,160	73,650	76,228	78,896	81,658	84,516	87,474	89,004	90,562	92,147	93,759	95,400	97,070	98,768	100,497	102,256	104,045	105,866	107,718	109,604	111,522
LO4-Serjt	74,732	77,348	80,058	82,857	85,757	88,758	91,865	95,080	98,408	100,130	101,882	103,665	105,479	107,325	109,203	111,114	113,059	115,037	117,051	119,099	121,183	123,304	125,462
LO5-Lieut.	84,074	87,016	90,062	93,214	96,476	99,853	103,348	106,965	110,709	112,646	114,618	116,623	118,664	120,741	122,854	125,004	127,191	129,417	131,682	133,986	136,331	138,717	141,145



## **5. WORKWEEK**

The workweek is the seven (7) consecutive day period commencing at 12:01 a.m. Sunday, and ending the following Saturday at midnight. The standard number of hours in a workweek shall be forty (40) hours. Although full-time employees assigned to shift work may not work exactly forty (40) hours in a workweek, the number of hours in the workweek of employees on such rotating shifts shall average forty (40) hours a week over the year.

## **6. WORK SCHEDULES**

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

## **7. DESIGNATION OF MEAL PERIODS**

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

## **8. ACTING PAY**

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

B. Acting Pay Pending Promotions:

Acting Pay Pending Promotions: All vacancies caused by permanent departure from the Department -- retirement, discharge or promotion -- will be filled within ninety (90) days of the vacancy, or within thirty (30) days of the establishment of an eligibility list, whichever occurs later. If the vacancy is not permanently filled within this time frame but subsequently filled, the first person on the eligibility list (or subsequent persons depending on the number of vacancies) will be retroactively promoted from the ninety-first (91<sup>st</sup>) day of the creation of the vacancy, or the thirty-first (31<sup>st</sup>) day after the establishment of the eligibility list, whichever is applicable. The Department has the authority to eliminate the position during the ninety (90) day period, or within thirty-days of the establishment of the eligibility list. However, if the position is restored, the first person on the promotional list (or subsequent persons depending on the number of vacancies) will be retroactively promoted from the ninety-first (91<sup>st</sup>) day of the creation of the vacancy, or from the thirty-first (31<sup>st</sup>) day after the establishment of the eligibility list, whichever is applicable. Upon the establishment of an eligibility list, the County will provide to

the F.O.P. a list of the names of officers, in order of finish but without scores, on each final eligibility list.

C. The Department and F.O.P. 89 agree to continue the past practice governing the relationship between the disciplinary process and promotional process. An otherwise eligible candidate for promotion who is under investigation that could lead to serious disciplinary action (defined as discharge from employment suspension from employment without pay or benefits, or demotion in rank) shall have his or her promotion held in abeyance pending the final outcome of the investigation and the imposition of any serious disciplinary action. During that period, the next candidate on the eligibility list will be offered the acting position as a temporary position and will be entitled to acting pay under Section 4.04. If this candidate refuses the transfer to acting position, the Department will not be required to offer the acting position to the next candidate on the eligibility list and contractual obligations will be satisfied so long as another officer is given the acting position and acting pay. Once the final outcome of the investigation and disciplinary action is known and the first candidate is deemed qualified for promotion, he or she will be promoted retroactive to the date that he or she would otherwise have been entitled to the promotion had an investigation not been commenced or continued. The promoted candidate will assume the vacancy and the next candidate, who temporarily assumed the vacancy in an acting role, will be returned to his or her previously held position, if at all feasible or to the most similarly situated position available in the Department.

## **9. STANDBY PAY**

An officer who is directed by Management to stand by during off duty hours and who does stand by as directed shall receive twelve and one-half percent (12.5%) of the officer's base hourly straight time rate for all hours on standby, provided, however, that an officer who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.

## **10. CALL-BACK PAY**

A. An employee who is called back to work from off-duty and does in fact perform duties on behalf of the Prince George's County Police Department during his/her normal off-duty hours shall be paid for a minimum of three (3) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures. However, Management will attempt to schedule such hearings and/or procedures during the normal duty hours of the officer, or at a time mutually agreeable to both parties.

B. Where an officer is required by the Department to appear as a witness on behalf of the Department at a Trial Board or at a Joint Appeal Board pursuant to Article 14 of the Agreement (Promotion Procedures), the Department, where feasible, will adjust the officer's work schedule to permit the officer to appear during scheduled work hours. Where that is not feasible, the officer will be compensated in compensatory leave at the straight time rate for the time the officer is required by the Department to appear unless applicable Federal or State Law requires otherwise. When the Department requires an officer to attend a trial board during off duty hours as a witness on behalf of the charged officer, the witness will receive compensatory leave at the straight time rate for the time he/she is required to attend the trial board.

**11. COURT TIME COMPENSATION**

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

A. When an officer is required to attend court or judicial proceedings while off duty, said officer shall be paid at time and one-half his/her normal rate of pay and shall be guaranteed a minimum of three (3) hours at time and one-half (i.e., four and one-half hours).

B. In determining the number of hours beyond three (3) that an officer is entitled to, the clock shall begin to run when an officer is first required by subpoena or otherwise to attend court or judicial proceedings and shall continue without interruption throughout the day until the end of the last court appearance of the officer that day.

C. For court time beyond three (3) hours, the officer shall be compensated in thirty (30) minute segments as described below:

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

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

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

F. An officer involved in court or judicial proceedings during a regular assigned tour of duty and required to remain at the proceedings as an extension of his/her normal work day shall receive overtime pursuant to Section 4.08 of the Bargaining Agreement.

G. An officer who is required to attend Court or a judicial proceeding while off duty and who would otherwise be eligible for court time compensation under Section 4.10 may elect to remain on telephone standby without compensation so long as the officer makes the necessary arrangements with the State's Attorney's Office.

**12. HOLIDAY ADMINISTRATION**

**A. HOLIDAYS AND HOLIDAY PAY**

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

2. Eligible employees shall receive straight time pay for each of the designated holidays on which

they perform no work.

3. Effective December 15, 2013:

- a. Officers who work on any 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 employee's regular overtime rate (i.e., no pyramiding), except for officers who are required, on holidays beginning with Thanksgiving Day 2017, to perform overtime work that is pre-scheduled based on special events held in the County (e.g., sporting events, concerts) Such pre-scheduled overtime work for special events shall be paid at two (2) times an officer's regular rate of pay for each hour of work.
- b. If the holiday falls on the officer's normally scheduled day off, the officer will not receive an extra day's pay, but the officer may elect another day off or one-half (1/2) the number of hours in the officer's normal daily work schedule in annual leave.

**B. HOLIDAY WORK SCHEDULING**

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

2. Bargaining unit members assigned to the Support Services Bureau, except for the Technical Services Division, are entitled to the opportunity to work at least seven (7) holidays during each fiscal year, provided that the holidays fall on their regularly scheduled work days, and will be paid for those holidays actually worked pursuant to the provisions of the Agreement. The determination as to which observed holidays bargaining unit members covered by this paragraph are actually scheduled to work will be determined by the Department, consistent with operational needs. The seven (7) holidays referenced in this paragraph are meant as a minimum, and officers covered by this paragraph may be scheduled by management to work more than seven (7) holidays in a year when needed.

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

**C. HOLIDAY OBSERVANCE**

Whenever Christmas Day, New Year's Day or July 4th falls on a weekend and is celebrated by the County on the preceding Friday or following Monday, employees who work either on the day the holiday falls or on the day it is celebrated shall be treated as working on a holiday as provided in paragraph A above. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to paragraph A benefits only as to the first such day worked.

### 13. OVERTIME PAY

Any employee who is authorized to and who works in excess of his/her regular scheduled hours shall have the option of receiving pay at the rate of one and one-half (1.5) hours for each overtime hour worked or the option of receiving compensatory time at the rate of one and one-half (1.5) hours for each overtime hour worked. All leave with pay shall be considered time worked in the computation of overtime.

### 14. SHIFT DIFFERENTIAL

A. A shift differential shall be paid for all time worked on the first (1<sup>st</sup>) shift (i.e., night shift – 2200 hours to 0800 hours) to each employee specifically assigned to work the first (1<sup>st</sup>) shift. Effective the first full pay period beginning on or after July 1, 2016, the first shift differential will be increased to three dollars and forty cents (\$3.40) per hour. Effective the first full pay period beginning on or after July 1, 2017, the first shift differential will be increased to three dollars and sixty cents (\$3.60) per hour. Effective the first full pay period beginning on or after July 1, 2018, the first (1<sup>st</sup>) shift differential will be increased to three dollars and eighty cents (\$3.80) per hour.

B. A shift differential shall be paid for all time worked on the third (3<sup>rd</sup>) shift (i.e. the evening shift, beginning at 1500 hours) to each employee specifically assigned to work the third (3<sup>rd</sup>) shift. Effective the first full pay period beginning on or after July 1, 2016, the third shift differential will be increased to two dollars and fifteen cents (\$2.15) per hour. Effective the first full pay period beginning on or after July 1, 2017, the third shift differential will be increased to two dollars and thirty cents (\$2.30) per hour. Effective the first full pay period beginning on or after July 1, 2018, the third shift differential will be increased to two dollars and forty-five cents (\$2.45) per hour.

C. The shift differential provided for in Article 4 shall not be considered to be part of the employee's base rate, nor shall they be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall they be used for the purpose of computing retirement deductions, retirement and insurance benefits, or educational incentive pay.

D. When the hours worked fall within the third (3<sup>rd</sup>) and first (1<sup>st</sup>) 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 (3<sup>rd</sup>) and first (1<sup>st</sup>) shifts, the higher differential rate shall apply for the entire number of hours worked.

E. Any employee specifically assigned to the second (2<sup>nd</sup>) shift (i.e., the day shift – 0700 hours to 1700 hours) shall not be entitled to a shift differential.

F. Evening shift differential commences at 1500 hours (3:00 p.m.), as long as four (4) or more hours of the normal work day fall after 1500 hours. For example, a workday commencing at 1200 hours and ending at 2000 hours entitles the employee to payment for five (5) hours of evening shift differential. The following table depicts this payment schedule:

<b>Hours Worked</b>	<b>Hours Paid Evening Shift Differential</b>	
0900-1700	0	
1000-1800	0	
1100-1900	4	(4 hours past 1500)
1200-2000	5	(5 hours past 1500)

1300-2100	6	(6 hours past 1500)
1400-2200	7	(7 hours past 1500)
1500-2300	8	

**15. LEAVE PROVISIONS**

**A. F.O.P. 89 Members Leave**

1. Subject to the conditions set forth herein, employees covered by this Salary Schedule may be granted administrative leave for official F.O.P. business, including attendance at workshops, conventions, conferences and seminars. In order for this leave to be granted, the President of F.O.P. 89 must deliver to the Chief of Police a written request for the leave at least ten (10) working days before the leave is to begin, except that the ten (10) day period shall be waived where there exist exigent circumstances that prevent giving ten (10) days of notice, and then the request must be submitted as soon as possible. The written notice must also, at a minimum, specify the employees for whom the leave is requested, the duration of the leave period and a brief description of the nature of the event for which this leave is requested. Administrative leave shall be limited to eight (8) F.O.P. 89 members for the purpose of attending national conventions and conferences and to ten (10) F.O.P. 89 members for the purpose of attending local and state conventions and conferences per fiscal year.

2. The County will provide an administrative leave bank of one thousand (1,000) hours per fiscal year for use pursuant to Section 2.03 of the Collective Bargaining Agreement. No administrative leave will be granted pursuant to Section 2.03 when the one thousand (1,000) hours have been used up during a fiscal year, and any unused balance in the bank at the close of the fiscal year may not be carried forward for use during the next year. All requests for administrative leave pursuant to Section 2.03 are subject to the approval of the Chief of Police or his designee. The parties agree that the F.O.P. will not request administrative leave under this section for business or activities that are detrimental to the Department.

3. The President of F.O.P. 89 shall be granted a full-time leave of absence from his duties for the Police Department, but shall remain on the payroll of the Police Department for the purposes of performing full-time duties as President of F.O.P. 89. During such paid leave, the President shall continue to accumulate seniority and shall receive all benefits as if he were fully on duty including, but not limited to, pension accruals and fringe benefits. Effective Fiscal Year 2004, one additional officer shall be granted a full-time leave of absence from his/her duties for the Police Department. The same conditions granted above to the President of F.O.P. 89 shall be extended to this officer.

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

**B. Sick Leave and Bereavement Leave**

1. Sick Leave and Bereavement Leave policies shall be administered in accordance with the Personnel Law, except that the first three (3) days of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

2. All full-time employees earn four and one-half (4.5) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each year throughout the duration of County Service. Each such day shall constitute eight (8) hours.

C. Annual Leave

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

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

2. 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).

3. 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 2, above or in excess of the one hundred thirty (130) day maximum formerly allowed in the Agreement.

4. 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 Police 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. Sick and Annual Leave Disposition Upon Separation

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

a. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148 (a) (8).

b. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.

c. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

(1) Upon separation from employment, employees who participate in the 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 service credit in the pension plan as provided in Paragraph I. of Article 23 of the Agreement.

d. 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 police lieutenant in January 2018 -- that is, \$55.1679 per hour. However, if a police officer 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 2015 leave year.

e. For individuals who participate in the pension plan, 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 service credit under the pension plan as provided in paragraph I. of Article 23 (Pension Plan) of the Agreement. However, officers 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 d., immediately 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.

#### E. Family and Medical Leave

Employees covered by this Salary Schedule are entitled to family leave as provided in the County Personnel Law.

#### F. Personal Leave

One (1) personal leave day shall be granted to all employees eligible for annual leave. An additional four (4) hours of personal leave each year shall be granted to compensate for the loss of General Election Day as a County holiday.

#### G. Discretionary Leave

1. Employees covered by this Salary Schedule shall be eligible for sixteen (16) hours of Discretionary Leave per wage reporting year. Discretionary Leave must be requested and approved in advance, and unused Discretionary Leave cannot be carried over from one year to the next.

2. Employees covered by this Salary Schedule who have been employed as Prince George's



County Police Officers for ten (10) or more years shall be eligible for fourteen (14) hours of Discretionary Leave per wage reporting year in addition to the sixteen (16) hours of Discretionary Leave described in Paragraph 1. above, subject to the same limitations described in Paragraph 1., above.

#### H. Disability Leave

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

2. Effective with the enactment of the new labor agreement for FY90, the Department will designate someone from Management who will have responsibility for making a preliminary determination as to whether an injury qualifies for disability leave. The Department will make good faith efforts to make the determination within two (2) working days after all reports and necessary documentation are submitted for review.

3. When an employee is injured on the job and unable to work, the employee will be placed on disability leave. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but not backcharged sick or annual leave for the period of time the employee was on disability leave.

4. During the first year of this Salary Schedule, the parties will participate with representatives of Risk Management, the Office of Human Resources Management and the Office of Law in a Joint Study Committee on more efficient ways to administer the County's disability leave policy.

#### Joint Committee on Disability Leave and Personnel Procedure 284 (PP284)

The County and FOP Lodge 89 agree to the formation of a Joint Committee to review Disability Leave Management and PP 284. The Committee shall be comprised of an equal number of Union and management representatives, but no more than four (4) from each party. The Committee will begin its work within 30 days from the enactment of this Agreement. The Committee will issue its findings and recommendations to the FOP Lodge 89 President, the Chief of the Police Department and the Director of OHRM by January 31, 2022. If no agreement is reached by the Committee, the Union can present its proposals for consideration for the FY 2023 collective bargaining agreement.

#### I. 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.

## J. Additional Leave Provision

1. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Salary Schedule will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to the number of hours of compensatory leave (up to ten (10) hours per employee per twenty-four (24) hour period depending on the employee's regular work schedule) equal to the number of hours of administrative leave granted to nonessential County employees. For purposes of this subsection, the County workday will be considered to begin at 8:00 a.m. and to end at 5:00 p.m.

2. 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 twenty-four (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.

3. Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations. Officers using compensatory leave may choose whether any such leave taken shall be from their available balance of FLSA compensatory leave or County compensatory leave; provided, however, that the County will require an officer whose FLSA compensatory leave balance exceeds two hundred forty (240) hours to use any FLSA compensatory leave in excess of two hundred forty (240) hours before using County compensatory leave.

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

## K. Administration of Leave

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

## 16. EDUCATION INCENTIVE

This program remains in effect. Refer to Article 18 (Education Incentive) contained in the Agreement in effect during the period from July 1, 1996 through June 30, 1999.

## 17. CONTRIBUTION TO RETIREMENT TRUST FUND

Effective December 15, 2013, the employee contribution to the retirement trust fund shall be:

1. For officers hired on or before July 1, 2013, nine percent (9%) for the first five (5) years of employment; eight percent (8%) for the next five (5) years of employment; and thereafter six percent (6%) for the remaining years of employment.
2. For officers hired after July 1, 2013, nine percent (9%) for each year of employment.

Effective the first full pay period in September 2018, the employee contribution to the retirement trust fund shall be:

1. For officers hired on or before July 1, 2013:
  - a. ten percent (10%) for the first five (5) years of service of employment;
  - b. nine percent (9%) for the next five (5) years of employment; and
  - c. after ten years of service, seven and 35/100ths percent (7.35%), further adjusted to seven and 70/100ths percent (7.70%), effective the first full pay period in January 2020.
2. For officers hired after July 1, 2013, ten percent (10%) for each year of employment.

## **18. CLOTHING ALLOWANCE**

A. All clothing allowances provided for herein are for the purchase of clothing and leather goods to supplement the uniform items issued to bargaining unit members, routine uniform maintenance, and replacement of uniform items rendered unserviceable through normal wear and tear. Replacement of uniform items damaged during the performance of duty will be accomplished pursuant to departmental policy. New uniform items required by a change in the uniform will be provided by the Department at no cost to the officer. Blue utility uniforms may be worn by on-duty officers working on the first (1st) shift (i.e., midnight shift - 2200 to 0800) in accordance with departmental regulations. Only officers working all or a majority of their hours of secondary employment during the period of 1800 - 0600 may wear the blue utility uniform. When an officer is authorized to wear a blue utility uniform, the officer also is authorized to wear a pair of black-leather, polished boots that is jointly chosen by the F.O.P. and the Department, provided that the pants worn with these boots are not bloused. All clothing allowances paid pursuant to this Salary Schedule shall be disbursed in advance in one (1) installment in July of the applicable fiscal year. Charging uniform purchases against an advance payment is discontinued.

B. A clothing allowance of one thousand six hundred dollars (\$1,600.00) shall be disbursed effective beginning in Fiscal Year 2019. The disbursements shall be split into two (2) equal installments, the first installment to be paid in July of each year, and the second installment to be paid in January of each year.

## **19. TEC PAY**

A. There is one category of TEC pay which shall be paid to members of the E.S.T. unit, officers on motorcycle duty, and canine handlers. Effective beginning in Fiscal Year 2019, TEC pay shall be increased to the total amount of nine hundred dollars (\$900.00) per year, per qualifying officer. Effective beginning in Fiscal Year 2006, TEC pay shall be increased to the total amount of seven hundred fifty dollars (\$750.00) per year, per qualifying officer, and in Fiscal Year 2007 increased to eight hundred dollars (\$800.00) per year. Effective beginning in Fiscal Year 2006, TEC pay of four hundred dollars (\$400) per year will be paid to officers assigned to the Tactical Squad and officers assigned as aviation observers and increased in Fiscal Year 2007 to four hundred fifty dollars (\$450.00) per year. Effective beginning in Fiscal Year 2022, officers assigned as pilots will receive the following differentials in accordance with their length of service in the Aviation Unit: five thousand dollars (\$5,000.00) during their first two years of service; six thousand dollars (\$6,000.00) during their third and fourth years of service; seven thousand dollars (\$7,000.00) during their fifth and sixth years of service; and eight thousand dollars (\$8,000.00) during years of service seven and above. In addition, an officer assigned

as an aviation instructor will receive an additional one thousand dollars (\$1,000) per year as an additional TEC pay. All TEC pays shall be paid at the same time the clothing allowance is paid.

B. The County will pay breathalyzer and voice stress operators two hundred seventy-five dollars (\$275.00) effective Fiscal Year 2006, and three hundred twenty-five dollars (\$325.00) effective Fiscal Year 2007.

C. Interpreter testing procedures to measure an officer's conversational proficiency in languages other than English will be developed by the County, with participation of F.O.P. 89, not later than September 30, 2001. An officer who passes such test will be certified as an interpreter in the language tested and will be assigned to interpret that language as part of his/her job duties. Officers will receive a lump sum payment of one thousand three hundred dollars (\$1,300.00) per year within thirty (30) days following their certification and thereafter at the same time the clothing allowance is paid. Effective in Fiscal Year 2006, this payment shall be one thousand three hundred and fifty dollars (\$1,350.00), and effective in Fiscal Year 2007, this payment shall be one thousand four hundred dollars (\$1,400.00). Failure to pass a qualifying language examination will not be subject to the grievance and arbitration process herein. The County shall offer the required test(s) at least once per fiscal year, and every new employee must be given an opportunity to take the required test(s) while in the Police Academy or within six (6) months of graduation.

The County and the F.O.P. agree to form a Joint Study Committee consisting of three (3) members of the Union and three (3) members of Management to review the procedures for certification and the number of officers that are eligible for certification each fiscal year. Additionally, the Committee will create reporting procedures on how often the interpreter's services are utilized. The Committee will also review and analyze the languages currently being tested and certified to determine if they are aligned with the language needs of the County's population. The Committee shall begin its review within 30 days of the enactment of the agreement and issue its report and any recommendations to the Chief of Police and the President of the F.O.P. and the Director of OHRM by January 31, 2022.

If no recommendations are made by the Committee or no recommendations are approved by both the Chief of Police and the President of the F.O.P. 89, the subject will be placed on the bargaining table for negotiations related to Fiscal Year 2023.

D. Qualifying officers shall be those assigned to the units referenced above as of the first (1<sup>st</sup>) day of the month in which payments are to be made. TEC pay shall not apply to those assigned to the scooter patrol.

E. Effective in Fiscal Year 2016, any employee who obtains and maintains a valid Emergency Medical Technician (EMT) Maryland state certification in accordance with the requirements of the Maryland Fire Rescue Institute (MFRI) and agrees to provide EMT services, is eligible to receive \$400 per year in TEC Pay.

F. Effective beginning in Fiscal Year 2019, any employee who is a Fire Arson Investigator assigned to the County Fire Department shall receive an additional nine hundred dollars (\$900.00) per year as an additional TEC pay.

G. Effective beginning in Fiscal Year 2019, any employee who is a certified Drug Recognition Expert shall receive an additional nine hundred dollars (\$900.00) per year as an additional TEC pay.

Beginning with the first full pay period in July 2017, all of the TEC pays listed above shall be paid on a bi-weekly basis.

Officers receiving the TEC pay supplement must be assigned to and working the unit(s) designated above and must maintain any certifications or special qualifications required of these specialty units.

## **20. FIELD TRAINING OFFICER COMPENSATION**

Effective the first full pay period beginning on or after July 1, 2012, employees covered by this Salary Schedule will receive a differential of six dollars (\$6.00) per hour for all hours in which they serve as a Field Training Officer, with this differential to be paid biweekly.

## **21. FITNESS INDICATOR TEST (FIT) PROGRAM**

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

Average score of 3 or better -- \$150

Average score of 4 or better -- \$250

Average score of 5 or better -- \$450

B. Additionally, any officer hired after January 1, 2001 must pass annually the current police applicant physical agility test in order to receive an anniversary merit increase in pay and in order to be eligible for promotion.

C. Effective July 1, 1999, an employee's test results will be maintained in both his/her official and his/her departmental personnel files.

D. An example might help to illustrate some of the points covered above. Let's assume an officer is hired on July 1, 2001. That officer will be provided with the opportunity to take the Physical Agility Test during Academy training. Once the officer successfully completes the test, the officer will then be eligible for a merit increase in July of 2002, provided that he or she meets all other requirements for a merit increase.

E. Upon graduation from the Academy, if an officer does not pass the Physical Agility Test, the officer will be provided with additional opportunities in the subsequent year to pass the test prior to his/her anniversary date. Assuming that the Officer's anniversary date is July 2002, the officer will not receive a merit step increase until he/she passes the Physical Agility Test in the subsequent year, that is, from July 2002 to July 2003 to pass the test. If the officer passes the test in February 2003, for example, he/she will receive the step increase that the officer did not receive in July 2002, but it will be prospective only and not retroactive to July 2002. Additionally, the officer will then have to wait a period of thirty (30) to forty-five (45) days, and then retake the test in order to be eligible for the anniversary increase he/she would otherwise be eligible to receive in July 2003.

F. Physical Agility Test: Officers hired on or after July 1, 2001, must successfully pass the Physical Agility Test as described in Attachment C of the Agreement. Successful completion of this test shall be mandatory for officers seeking merit or promotional salary increases.

**22. DEATH AND DISABILITY BENEFITS**

- A. The County will administer Death and Disability benefits in accordance with the Personnel Law and Article 101 of the Annotated Code of Maryland.
- B. The accidental death insurance policy the County maintains for employees covered by this Salary Plan shall be payable in the amount of fifty thousand dollars (\$50,000.00) to an employee's designated beneficiary should the officer be killed in the line of duty.

**23. GROUP HEALTH INSURANCE AND GROUP LIFE INSURANCE BENEFIT (BENEFLEX)**

- A. Beginning with calendar year 2000, employees covered by this Salary Schedule may participate in the County's Beneflex Program. The Beneflex Program will be an option for all officers and will be fully explained during seminars prior to the enrollment period toward the end of calendar year 1999.
- B. In Calendar Year 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). In Calendar Year 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%).
- C. In 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 who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%). In Calendar Year 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 who elects to participate in the program. Participating employees shall contribute the remaining twenty-five (25%).
- D. 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 officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-seven percent (27%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph A above.
- E. 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 officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-two percent (22%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph B above.
- F. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.
- G. In 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%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

- H. In Calendar Year 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.
- I. 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 officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). Officers who retire on or after January 1, 2018, will not benefit from this cap, and shall be governed by Paragraph G above.
- J. Two Dental Plans are available to employees and retirees, the cost of which is paid by the employee or retiree if the employee or retiree elects to enroll in either of the plans.
- K. The County has agreed to extend certain provisions of this article to current retirees with the express understanding an agreement of the parties that the County has waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.
- L. The County agrees to meet and consult with the F.O.P. 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 the F.O.P. 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 the F.O.P.
- M. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.
- N. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account. Effective January 1, 2013, employees may contribute up to two thousand five-hundred dollars (\$2500.00), or as adjusted by Federal law, in a medical flexible spending account.
- O. The County shall contribute one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00) including the base amount provided by the County. Employees will

pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.

#### **24. WORKER'S COMPENSATION**

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Worker's Compensation Law, Title 9 of the Maryland Labor and Employment Code Annotated.

#### **25. 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.

#### **26. INCENTIVE AWARDS**

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

#### **27. F.O.P. LODGE 89 PAC PAYROLL DEDUCTION**

The County agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Salary Schedule who so request in writing voluntary contributions to the Fraternal Order of Police Lodge 89, PAC fund. F.O.P. 89 agrees to indemnify and hold harmless the County from any loss or damages arising from the operation of this provision.

#### **28. PAY PLAN POLICY STATEMENT**

It is the policy of the County that benefits afforded to employees in the Salary Schedule are governed by the specific salary schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any way moves from one Salary Schedule to another, any benefits unique to or expressly a function of the former Salary Schedule are not carried over.

#### **29. PENSION PLAN**

##### **A. Hold Harmless Benefit Calculation**

Any plan member who retires during Fiscal Years 2019 or 2020 (that is, from July 1, 2018 through June 30, 2020) and who otherwise would have been eligible to receive a merit increase during Fiscal Year 2016 or 2017, will be held harmless for the purpose of pension benefit calculation and thus be treated as if the member had received the merit increase on schedule.

##### **B. Pension Modifications for Surviving Spouses**

Effective July 1, 2016, the spouse of a Participant with fifteen or more years of Actual Service but less than twenty years of Actual Service who dies while an Employee shall receive a monthly benefit for the spouse's life in an amount equal to the benefit the spouse would have received if the Participant had terminated employment on the day before the date of death and then survived until the Normal Retirement Date and elected joint and 50% contingent annuitant benefit with the spouse named to receive the benefit. The spouse's benefit shall be payable as of the first day of the month following the



Employee's death, and there shall be no actuarial reduction for payment prior to what would have been the Participant's Normal Retirement Date.

Effective July 1, 2016, the spouse of a Participant who dies at or after his Normal Retirement Date while an Employee shall receive a monthly benefit for the spouse's life in an amount equal to the benefit the spouse would have received if the Participant had retired on the day before he died and had elected to receive a reduced benefit for his life with a 100% Contingent Annuitant benefit payable to his spouse. A surviving spouse shall not receive a benefit under this Section if that spouse is to receive a benefit as contingent annuitant, or if the Participant has selected any benefit form permitted under the Plan providing benefits to any individual after the Participant's death, and based on his monthly benefit.

#### C. Deferred Retirement Option Program

The County and FOP 89 agree to establish a cost-neutral Deferred Retirement Option Program (DROP) for Police Pension Plan participants effective on January 1, 2019. The terms of the DROP shall be cost-neutral to the County and the Police Pension Plan, and shall be substantially similar to the comparable plan recently agreed to by the County and the International Association of Fire Fighters (IAFF) Local 1619, covering sworn fire fighters (with upward adjustments for the number of employees eligible). Should the Pension Plan's actuary determine that this DROP is not cost-neutral when applied to the Police, then the parties shall meet to adjust the DROP to ensure cost-neutrality no later than August 31, 2018.