

AGREEMENT

MADE BY AND BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

THE PRINCE GEORGE'S COUNTY

POLICE CIVILIAN EMPLOYEES ASSOCIATION

July 1, 2005 through June 30, 2007

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## **PREAMBLE**

This Collective Bargaining Agreement is entered into by Prince George's County, Maryland ("Employer") and the Prince George's County Police Civilian Employees Association ("PCEA") and has as its purpose the promotion of harmonious relations between the Employer and PCEA; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on rates of pay, hours of work and other terms and conditions of employment for the employees covered hereunder.

## **ARTICLE 1 -- RECOGNITION**

The Employer recognizes PCEA as the sole and exclusive bargaining agent of the Civilian Police Employees of the Prince George's County Police Department, civilian employees in the Vehicle Audit Unit of the Department of Environmental Resources ("DER"), and of Dispatch Aides and Emergency Dispatchers in the Office of Information Technology and Communications ("OITC") in the Unit for which it was certified by the Prince George's County Public Employee Relations Board ("PERB") in case number 73-PG-R-8 and 73-PG-R-9, 75-PG-R-21, and as amended in case numbers 16 39 0030 82, 16 39 00203 85S, 16 39 00383 85S, 16 39 00073 89W, 16 39 00252 90S, 16 39 000243 01 and 16 39 000248 01 for the purpose of negotiating matters of wages, hours, and other terms and conditions of employment. As used in this Agreement, the term "Department" refers to either the Police Department, DER, OITC (OITC PCEA members will be transferred to the Office of Homeland Security, effective July 1, 2003) or all of them, as is appropriate in the context in which it is used. Joint references in this Agreement to the Police Department and DER shall also be deemed to include the Office of Homeland Security.

## **ARTICLE 2 -- ORGANIZATIONAL SECURITY**

### **Section 2.1 Membership**

All employees employed on or after the effective date of this Agreement may elect to be members of PCEA or not to be members of PCEA. Any employee who elects to be a member of PCEA shall, pursuant to the provisions of Section 2.2 of this Agreement, remain a member of PCEA for the duration of this Agreement. Except as provided immediately below, employees covered by this Agreement, who elect not to be members of PCEA shall be required as a condition of continued employment to pay a monthly service fee in an amount to be determined by PCEA that is no greater than the monthly dues paid by members of PCEA, which fees shall be remitted to PCEA. Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1983, and who has never elected to become a member of PCEA, shall not be subject to the dues deduction and service fee provisions of this Article.

## **Section 2.2 Dues and Service Fees**

A. Dues and Service Fees. PCEA, upon the presentation of dues deduction or service fee authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a biweekly basis and remitted to PCEA. Such authorization shall be irrevocable and automatically renewed from year-to-year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code. The amounts to be deducted shall be certified to the Employer by the Treasurer of PCEA and the aggregate deductions of all employees shall be remitted together with an itemized statement to PCEA.

B. Indemnification. PCEA shall indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Employer under the provisions of this Article.

## **Section 2.3 PCEA President, PCEA Board of Directors Leave, PCEA Officers/Members Leave and Leave for Negotiations**

A. The President of PCEA shall be granted a full-time leave of absence from his/her duties from the Police Department, Department of Environmental Resources, or Office of Homeland Security (from whatever agency the PCEA President is from) but shall remain on the payroll of that agency for the purposes of performing full-time duties as President of PCEA. During such paid leave, the President shall continue to accumulate seniority and shall receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals and fringe benefits. Effective July 1, 2005, in addition to the President of PCEA, one PCEA Board member (designated by the President of PCEA) will be granted full-time leave for the purpose of performing full-time duties for PCEA. However, no more than one employee will be granted full-time leave from any one agency whether it be for a permanent full-time position or serving in an acting capacity. If the PCEA President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the PCEA President may designate in writing to the County a PCEA Board member who shall act as PCEA President in his/her absence. The County agrees that upon receipt of written designation by the PCEA President, the County will place on administrative leave the PCEA Board member so designated by the PCEA President in lieu of the President for each day that leave is announced.

B. At the end of his/her term of office, the Department will make reasonable efforts to assign the immediate past PCEA President to a position with similar duties and on the same shift as the position he/she held immediately before going on full-time leave of absence as President of PCEA. In no event will the Department assign the immediate past President to a position with a lower salary grade than the grade he/she held immediately prior to taking office.

C. Elected or appointed officers of PCEA shall be granted administrative leave to attend Board meetings, provided that prior approval from the Chief of Police, the Director of DER, or the Director of Homeland Security, as appropriate, has been secured (his/her approval not being unreasonably withheld) and subject to the limitations of paragraph G. below.

D. Representatives of PCEA designated by the President shall be granted administrative leave to attend Labor/Management Relations seminars, workshops, conferences or committee meetings in the interest of furthering employee relations, provided that prior approval from the Chief of Police, the Director of DER, or the Director of Homeland Security, as appropriate, has been secured (his/her approval not being unreasonably withheld) and subject to the limitations of paragraph G. below.

E. Each member of the PCEA negotiating team (not to exceed a total of seven (7) members and alternates) shall be granted four (4) days of administrative leave to prepare for negotiations, provided that prior approval from the Chief of Police, the Director of DER, or the Director of Homeland Security, as appropriate, has been secured.

F. Members of the PCEA negotiating team (not to exceed a total of seven (7) members and alternates) shall be excused from work on the day of negotiations to attend meetings with representatives of the County with no loss of pay or leave. (For example, an employee who would otherwise receive a shift differential for his or her regularly scheduled hours on a day the employee is excused from work to participate in negotiations is entitled to receive the shift differential.) Any PCEA negotiating team member who is assigned to a night or evening shift shall be granted administrative leave for the shift he/she is scheduled to work either immediately before or immediately following the negotiation meeting.

G. The County will provide an administrative leave bank of one thousand five hundred (1500) hours available for use under paragraphs C, D, and E above.

#### **Section 2.4 PCEA Communications**

PCEA will be permitted to use the Police Department's courier service, telex and fax for distribution of official PCEA communications. The Department will email to the PCEA President a copy of all email messages distributed to employees who are covered by this Agreement. The PCEA email address shall be added to the current "Police Everyone" and "Public Safety" group emails and communications so that PCEA receives all announcements and emails.

#### **Section 2.5 PCEA Information Dispersal**

The Employer agrees to allow bulletin board space at reasonable locations in each physical structure for PCEA newsletters, notices, and literature.

#### **Section 2.6 Consultation**

The Employer agrees to consult with PCEA before making changes in departmental organization or the Classification Plan which will affect employees covered under this Agreement. Except as provided herein, nothing in this Agreement shall be construed as a waiver or modification on the part of PCEA of its right to bargain as provided by applicable law, and except as provided in this Agreement, nothing herein shall be construed as a waiver or modification of the Employer's right to implement changes in accordance with applicable law.

## **Section 2.7 New Employee Orientation**

The County will allow PCEA a reasonable opportunity to meet with new employees covered by the Agreement at the conclusion of new employee orientation for the purpose of briefing the employees on this Agreement and other PCEA matters.

## **ARTICLE 3 -- COMPLIANCE**

PCEA agrees that its members shall comply with County rules and regulations, including those relating to conduct and work performance, and that all employees represented by it shall maintain an attitude of civility and politeness to all citizens.

## **ARTICLE 4 -- CAREER ADVANCEMENT**

### **Section 4.1 Filling Vacancies**

A. A “vacancy” is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee which the County intends to fill or which is created when the County determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County elects, in its discretion, to fill the vacancy through the competitive process, the County will notify the PCEA President five (5) days in advance and then advertise the specific position to bargaining unit employees by posting a notice at all work locations at places where notices to employees are customarily posted. Any employee covered by this Agreement may apply for any vacancy as defined in this Section 4.1. In the event that a vacancy is to be filled from an existing register, if an employee is not already on the necessary eligibility register, he or she will be afforded the opportunity to take any test required to qualify for the eligibility register.

B. When a PCEA bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified PCEA bargaining unit employee will be placed on the list of eligibles sent to the Police Department for its consideration. The Police Department will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy.

### **Section 4.2 Layoffs and Recall**

Should a reduction-in-force become necessary because of lack of work or funds, the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment, the curtailment or replacement of existing facilities, the development of new facilities, or any other reason, the County shall, absent circumstances requiring immediate action, notify PCEA at least thirty (30) days prior to making the reduction-in-force. However, where circumstances requiring immediate action exist and less than thirty (30) days notice is given, the County will give PCEA reasonable notice under the circumstances.

### **Section 4.3 Dispatch Aides**

Effective July 1, 2001, Dispatch Aides will be eligible for a five percent (5%) non-competitive promotion from P-12 to P-13 after completion of five (5) years of satisfactory service as a Dispatch Aide. Such increase will be granted on their anniversary date reflecting the completion of five (5) years of satisfactory service as a Dispatch Aide and will be in addition to any regularly scheduled merit increase to which they are otherwise entitled. Eligible employees will not be entitled to receive this non-competitive promotion any sooner than their anniversary date in Fiscal Year 2003.

### **Section 4.4 Vacancy Elimination**

With regard to the elimination of any vacant position, for reasons other than a Reduction in Force, the PCEA will receive fifteen (15) days advance notice.

## **ARTICLE 5 -- PERSONNEL LAW**

Anything not covered specifically by this Agreement shall be administered in accordance with the Personnel Law.

## **ARTICLE 6 -- PERSONNEL FILES AND PERSONAL INFORMATION DOCUMENT**

### **Section 6.1 Personnel Files**

A. Review. By appointment with an appropriate person in the Office of Human Resources Management, the employee, upon presenting his/her identification, shall be permitted to examine his/her personnel file, except as to background information secured prior to employment. The employee shall indicate in writing, to be placed in his/her file, that he/she has examined the same.

B. At the time of an employee's performance evaluation, the supervisor will discuss with the employee the documentation on which the supervisor is basing the employee's performance evaluation. Thereafter, the Employer will be precluded from relying on any other documentation (other than that discussed with the employee) to support the employee's performance evaluation at issue unless the documentation relates to events that occurred during the evaluation period and could not have been reasonably discovered by the Employer during the evaluation period. When an employee is assigned to work under a new supervisor, the employee's former supervisor may only transmit a past performance appraisal for the period of time (if more than ninety (90) days) that the employee was under his/her supervision, to the new supervisor.

C. Expungement. The Employer agrees to remove derogatory information three (3) years old or older from the employee's personnel file, if requested to do so by the employee in writing.

D. Further, at the employee's written request, records of discipline up to a three (3) day

suspension, or its equivalent, will be removed from an employee's personnel file eighteen (18) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the eighteen (18) month period.

## **Section 6.2 Copies of Personal Information Document**

The Employer will provide each employee covered by this Agreement with a copy of any processed Personal Information Document (PID) form or its equivalent, which is placed in his/her personnel file. In addition, where individually processed PID forms are involved - as distinguished from group processed PIDs (for example, those resulting from a cost of living increase) - the Police Department, DER and the Office of Homeland Security will distribute the employee copy of the PID folded and stapled.

## **ARTICLE 7 -- ROSTER**

### **Section 7.1 Personnel Roster**

A roster shall be furnished PCEA by the Employer at the beginning of each fiscal year which lists the name, job title, date of hire and job location of each employee in the bargaining unit. An updated list will be furnished every six (6) months to PCEA.

### **Section 7.2 Personnel Printout**

At the beginning of each fiscal year the Employer will provide the President of PCEA a printout of all bargaining unit members.

### **Section 7.3 PCEA Officers and Delegates**

PCEA shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all Officers and Delegates.

## **ARTICLE 8 -- DISCIPLINE**

A. Employees covered by this Agreement may be disciplined only for just cause. The parties agree that, in general, a progressive discipline policy shall be followed utilizing the disciplinary methods permitted by the Personnel Law, provided, however, that the parties also understand and agree that in some instances summary discipline, including discharge, may be warranted instead of progressive discipline. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee in front of other employees or the public.

B. If in any case the Employer believes that there is just cause to discharge, suspend or fine an employee, or cause the employee to forfeit accrued annual leave, the Employer shall provide notice in writing to the employee and PCEA (both the President and the Grievance Committee Chairperson) of its intent to take disciplinary action at least ten (10) working days in advance of taking such action. One (1) copy of a notice of intent to take disciplinary action shall be hand-

delivered to the employee's work station (if possible, hand-delivered to the employee), and another copy of the notice shall also be sent to the employee by certified mail return receipt requested at the employee's last known address shown on the employee's personnel record. The Employer shall make reasonable attempts to hand deliver the notice referred to herein to the employee before sending such notice by mail. The notice will be considered to have been served upon the employee as of the date of mailing. The employee shall have ten (10) working days to respond to the proposed notice of intent to take disciplinary action. When a notice of intent is served while an employee is on approved sick or annual leave or scheduled day off, the ten (10) day period the employee has to respond will begin to run when the employee returns to work.

C. When an employee is to be disciplined in a manner which involves a discussion or some other event other than the delivery of the written notice of discipline, or is to be the subject of an investigatory interview or other meeting which may result in discipline, he/she shall be informed in writing at least five (5) working days prior to the start of the interview (1) of the name, rank or title, and command of the officer or supervisor in charge of the investigation, of the officer or supervisor conducting the interview and the nature of the investigation and (2) of his/her right to have present, upon request, a PCEA representative or other person of his/her choice. This time period may be extended by mutual consent of the Employer and the employee. However, if an immediate interview is required and the designated PCEA representative is unavailable, the employee may select another PCEA representative who can be present during the investigatory interview.

D. The PCEA representative or other person selected by the employee shall be present at all times during the interview or discussion unless waived by the employee. All questions directed to the employee shall be asked by one (1) interviewer.

E. An investigatory interview shall take place at the office of the investigator conducting the investigation and shall be conducted during the employee's normal working hours unless otherwise agreed to by the employee.

F. Where an employee is interviewed more than once with regard to the same investigation, the employee will be permitted to read his/her previous statement(s) before any subsequent interview.

G. When an employee, who has received a final notice of disciplinary action, appeals the disciplinary action according to the procedure contained in Article 9 (Grievance and Arbitration Procedure), the employee, upon request, will be provided with a copy of the investigatory file within five (5) working days after filing the grievance but excluding the identity of any confidential sources and recommendations as to charges, disposition or punishment.

H. When more than one (1) supervisor is involved in a counseling session at one time, the employee being counseled may request that a PCEA member of his/her choice be present and shall be granted a reasonable amount of time to produce that person. However, the counseling session will not be delayed beyond the end of the employee's shift because of the unavailability of the member selected to attend. In the event the selected member is unavailable within these guidelines, the counseling session will proceed, but the employee to be counseled may designate another PCEA member who is available to attend.

I. The Employer will not initiate disciplinary action against an employee later than ninety (90) calendar days after the occurrence (or after the Employer was aware of the occurrence) of the alleged infraction or violation of Departmental rules or regulations or of the Personnel Law. For the purpose of this Article, to initiate disciplinary action means to issue a written reprimand or to notify the employee of the intent to take some other form of disciplinary action. These time limits shall apply to alleged infractions or violations which affect only the Employer-employee relationship. They shall not apply to alleged violations or infractions which are also criminal violations nor to non-criminal violations which are related to an active criminal investigation.

## **ARTICLE 9 -- GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 9.1 Definition**

Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of the Employer affecting the terms and conditions of employment.

### **Section 9.2 Exclusive Procedure**

The provisions of this procedure shall be the only grievance procedure applicable to employees covered by this Agreement, except that grievances alleging safety or health issues shall be subject to the procedures of Article 15. Provided further that where an employee has been discharged, or the Employer has moved to discharge the employee, and the Union determines not to pursue his/her discharge case to Step 3 Arbitration, the employee shall the right to file a timely appeal within five (5) working days after final notice of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

### **Section 9.3 Grievance Procedure**

A. Grievances shall be presented and adjusted in the following manner:

1. Step 1. Within ten (10) days after the event giving rise to the grievance, or within the ten (10) days following the time when the employee should reasonably have known of its occurrence, the aggrieved employee, and if the employee desires, the employee's PCEA delegate, may discuss the grievance with the employee's Division Head. The Division Head will attempt to adjust the matter and will respond orally to the employee within two (2) days.

2. Step 2. If the grievance has not been settled at Step 1, a written grievance may be filed, including the specific relief sought, signed by the aggrieved employee and the employee's PCEA delegate or a member of the PCEA Grievance Committee designated by the President of PCEA, and presented to the Chief of Police, the Director of DER or the Director of Homeland Security, as appropriate. The Chief of Police, the Director of DER or the Director of Homeland Security shall meet with the employee, the PCEA President and the employee's accredited PCEA delegate or member of the PCEA Grievance Committee in the absence of the delegate, and render a decision in writing no later than ten (10) days after the meeting. The Chief of Police

may designate a Deputy Chief or the Director of DER or the Director of Homeland Security may designate a Deputy Director to carry out the foregoing functions. The ten (10) day period will be extended by up to ten (10) more days if further investigation is required.

3. Step 3. If the grievance shall have been submitted but not adjusted under Step 2, the PCEA President may request in writing, within ten (10) days after the grievance has been denied at Step 2, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The County and the PCEA shall select an Arbitrator through the American Arbitration Association. The Arbitrator appointed to hear and decide any grievance dispute under this Article shall be selected from such panel within ten (10) days after this step has been invoked. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing.

B. The decision of the Arbitrator shall be final and binding on both parties provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to arbitration. Any dispute between the parties as to the arbitrability of a grievance shall be decided by the Arbitrator. Expenses for the arbitrator's service and proceeding shall be borne equally by the County and PCEA.

#### **Section 9.4 General Provisions**

A. Appropriate PCEA officials shall be given copies of all answers to grievances hereunder.

B. If a grievance arises from the action of an authority higher than the Division Head, such grievance shall be initiated at the appropriate step of this grievance procedure.

C. All parties shall have the right at their own expense to legal and/or stenographic assistance at all hearings.

D. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process, nor shall such fact be used in any recommendations for job placement, nor shall the employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

E. Grievances arising as a result of disputes concerning the meaning, interpretation or application of this Agreement, or of a claimed violation, misinterpretation or misapplication of Police Department, DER or the Office of Homeland Security rules or regulations affecting terms and conditions of employment or a disciplinary action greater than a written reprimand, shall be subject to Step 3, arbitration. The following provisions of the Personnel Law for Prince George's County are also subject to arbitration: 1. Prohibited Personnel Practices (Section 16-110.1); 2. Attendance (Division 2); 3. Performance (Division 11); 4. Disability Separation (Section 16-189); and, 5. Leave (Division 17).

F. Where an employee covered by this Agreement has filed a grievance under the County Personnel Law with regard to either the denial of an employee initiated desk audit or the denial of a competitive promotion for which the employee has applied, the Union may appeal the grievance from the Personnel Officer to arbitration under this Agreement, but it may not be referred to the Personnel Board.

G. Appeals of grievances not subject to Step 3 may be made by the employee to the appropriate step of the process outlined in the Personnel Law (namely to the Personnel Officer and/or the Personnel Board, as appropriate).

H. PCEA has the right to file grievances on behalf of bargaining unit members under this grievance procedure.

### **Section 9.5 Processing Time Limits**

The time limits provided under Article 9 for the processing of grievances (up to and including arbitration) may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the grievance is not resolved within the time period provided for in any step, the next step may then be invoked. If the grieving party fails to pursue any steps within the time limits provided (or as mutually extended), he/she shall have no further right to continue the grievance.

### **Section 9.6 Days Defined**

The term "days" as used in this grievance procedure shall mean the weekdays Monday through Friday and does not include Saturdays, Sundays or County holidays.

### **Section 9.7 Processing Grievances During Working Hours**

PCEA representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours.

## **ARTICLE 10 -- WAGES AND BENEFITS**

### **Section 10.1 Wages**

#### **A. Fiscal Years 2006 and 2007**

1. Employees covered by this Agreement will receive a two and one-half percent (2.5%) increase to their base hourly rates of pay effective the first full pay period beginning on or after August 1, 2005.

2. Employees covered by this Agreement will receive a two and one-half percent (2.5%) increase to their base hourly rates of pay effective the first full pay period beginning on or after July 1, 2006.

#### **B. Anniversary Increases**

1. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2005, through June 30, 2006, will receive it.

2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2006, through June 30, 2007, will receive it.

C. Uniform Wage Scale

During Fiscal Year 1995, employees were placed on a new service based Uniform Wage Scale as described in Attachment A, attached hereto. During FY96, the Uniform Wage Scale was modified to provide three (3) additional merit steps with a value of two and one-half percent (2 1/2%) as set forth in Attachment A, attached hereto. During FY98, any employee who has not advanced to the step on the Uniform Wage Scale that would otherwise have been warranted by his/her completed years of service as of January 1, 1998 (minus a two-year lag because of the lack of credit toward merit increases during FY96 and FY97) will be placed on that step effective the first full pay period beginning on or after January 1, 1998, as described in Attachment A, attached hereto.

Fiscal Year 2000:

1. Effective July 1, 1999, the anniversary dates of employees covered by this Agreement will be adjusted to the employee's date of hire if that date is different from the employee's current anniversary date.

2. Effective the first full pay period beginning on or after July 1, 1999, employees will be placed on the proper step of the Uniform Wage Scale for their years of service (minus two (2) years for loss of credit during FY96 and FY97).

3. Effective the first full pay period beginning on or after July 1, 1999, the Uniform Wage Scale shall be modified as follows:

Step N shall be applicable after thirteen (13) years of service;  
Step O shall be applicable after fifteen (15) years of service;  
Step P shall be applicable after seventeen (17) years of service;  
Step Q shall be applicable after nineteen (19) years of service;  
Step R shall be applicable after twenty-two (22) years of service;  
Step S shall be applicable after twenty-five (25) years of service; and,  
a new Step T shall be applicable after twenty-eight (28) years of service.

The interval between Steps N to O, O to P, P to Q, Q to R, and R to S shall be increased from two and one-half percent (2.5%) to three percent (3%); and the interval from Step S to new Step T shall be two and one-half percent (2.5%).

Fiscal Year 2002:

Effective July 1, 2001, the intervals between Steps M and N and N and O shall be increased from three percent (3%) to three and one-half percent (3.5%) and the interval between Steps S and T shall be increased from two and one-half percent (2.5%) to three percent (3%).

Fiscal Year 2003:

Effective July 1, 2002, the wage scale (with all steps) will be expanded to the grade of P-24. Each new grade will be five percent (5%) more than the next previous grade (i.e., G21-G22-G23-G24).

Fiscal Year 2004:

Effective July 1, 2003, employees hired above the starting salary on the wage scale will be informed in writing whether they will be frozen on the wage scale for any specified period of time. Such employees shall sign an acknowledgement that they have been informed of their future movement on the wage scale. Nothing in this subsection shall be construed to deny such employee any movement on the pay scale to which that employee would otherwise be entitled under the Agreement.

Fiscal Year 2006:

Effective July 1, 2005, the May 1, 2005 wage scale will be converted from steps to a Min-Max system. The May 1, 2005 wage scale will be used with grades P05 through P24 Step A as the new Min rate and Step T as the new Max rate. Two new grades, P25 and P26 will be added to the new Min-Max scale. Each new grade will be five percent (5%) more than the next previous grade. An employee will be eligible to advance to the next step for his/her grade on his/her anniversary date at the rate of one (1) three and one-half percent (3.5%) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

Fiscal Year 2007:

Effective July 1, 2006, the Max pay rate will be increased by three and one-half percent (3.5%).

## **Section 10.2 Shift Differentials**

### **A. First Shift.**

Effective July 1, 2001, a shift differential of two dollars and fifteen cents (\$2.15) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift, 2300 hours to 0700 hours) to each employee specifically assigned to work the first (1st) shift. Effective the first full pay period beginning on or after July 1, 2002, the first shift differential shall be increased to two dollars and forty cents (\$2.40) per hour.

### **B. Third Shift.**

Effective July 1, 2001, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid for all time worked on the third (3rd) shift (i.e., 1500 hours to 2300 hours) to each employee specifically assigned to the third (3rd) shift. Effective the first full pay period beginning on or after July 1, 2002, the third shift differential shall be increased to two dollars (\$2.00) per hour.

C. Employees assigned to work the first (1st) or third (3rd) shift shall receive shift differential pay for all paid status hours, including paid leave hours and holidays. However, for no employees shall shift differentials be used for the purpose of computing retirement deductions, and retirement and insurance benefits.

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

E. Any employee specifically assigned to the second (2nd) shift (i.e., the day shift; 0700 to 1500 hours) shall not be entitled to a shift differential except for non-overtime hours actually worked outside of his/her normally scheduled tour of duty which also fall into the third (3rd) or first (1st) shift.

### **Section 10.3 Holiday Pay**

#### **A. Holidays and Holiday Compensation.**

1. The Personnel Law establishes the regular holidays for County employees including those employees covered by this Agreement, except that an additional holiday, entitled "Police Memorial Day," will be recognized and observed on May 15 of each year as a County holiday for employees covered by this Agreement. The holidays established by the Personnel Law are listed for convenient reference:

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

2. Eligible employees shall receive a day's pay for each of the designated holidays on which they perform no work.

3. Employees who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime). Subject to the approval of the Police Department, an employee can elect to receive compensatory leave at up to a double time rate in lieu of pay for hours actually worked on a holiday. (For example, one (1) hour of straight time pay plus one (1) hour compensatory leave for each hour worked on a holiday). 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).

4. If a holiday falls on an employee's regular day off, the employee shall receive another day off.

#### **B. Holiday Work Scheduling.**

1. Bargaining unit members assigned to work shiftwork 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 subparagraph A of this Section 10.3.

2. Bargaining unit members assigned to permanent day work positions 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 subparagraph A of this Section 10.3. The determination as to which observed holidays bargaining unit members covered by this subparagraph B. 2. are actually scheduled to work will be determined by the Department, consistent with operational needs.

C. Holiday Observance.

Whenever New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a weekend and is observed 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 observed shall be treated as working on a holiday for purposes of subparagraph A. above. Likewise, for purposes of subparagraph A., above, when Police Memorial Day falls on a Saturday, it shall also be observed on the previous Friday; and when it falls on a Sunday, it shall also be observed on the following Monday. Employees who work both the day the holiday falls on and the day it is observed shall be entitled to subparagraph A. benefits only as to the first such scheduled day to work.

**Section 10.4 Overtime Pay**

A. Any employee who is in a paid status in excess of forty (40) hours in a workweek will receive pay at the rate of one and one-half (1 1/2) times his/her regular rate for each overtime hour or ten (10) minute fraction thereof worked. At the option of the employee and with the approval of the County (which will not be unreasonably withheld), an employee eligible for compensatory time under applicable law may elect to receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked.

B. Overtime shall be available to anyone within the division who is qualified in that class of work, including civilian supervisors covered by this Agreement. The Department will, when possible, offer PCEA bargaining unit members overtime work assignments to PCEA bargaining unit personnel before offering that work to non-PCEA bargaining unit employees. Such overtime shall, when possible, be offered to PCEA unit employees in the same division before offering to other PCEA unit employees.

**Section 10.5 Call Back Pay**

A. Any employee who is called back to work from off-duty, and who does in fact perform duties on behalf of the Prince George's County Police Department, DER or Office of Homeland Security, as applicable, during his/her normal off-duty hours, shall be paid for a minimum of four (4) hours at one and one-half (1 1/2) times his/her regular rate of pay beginning at the time the employee was contacted. This provision shall not apply to disciplinary procedures.

B. If an employee is called at home by the Employer and required to perform 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.

### **Section 10.6 Acting Pay**

A. When an employee is assigned by the Employer to perform in an acting capacity substantially all the duties and responsibilities of any other position with a higher grade and does in fact assume the duties of that position 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 be paid at the rate of ten percent (10%) or the minimum starting salary in the grade of the acting position, whichever is greater, retroactive to the first (1st) day in the acting capacity and he/she shall continue to be paid that rate until relieved of the position. With regard to employees who are receiving acting pay in excess of this amount as of May 1, 2005, the following agreement applies: Employees who were in an acting capacity receiving acting pay as of May 1, 2005, will continue to receive the same percentage of acting as they were receiving as of said date, until relieved of the acting detail of said position. The employer will not replace the employee receiving acting pay with another employee for the purpose of reducing the amount of acting pay. An employee shall begin to receive payment for such service within sixty (60) days after the date the employee becomes eligible for acting pay.

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

### **Section 10.7 Standby Compensation**

Effective July 1, 2005, Police Evidence Technicians, Police Evidence Technician Supervisors (Administrative Assistants), RAFIS (Fingerprint Specialists), Armorer and employees in the Records Department will be compensated at the rate of twelve and one-half percent (12.5%) of the employees base hourly straight time rate, and Records Clerks (General Clerk IVs) will earn compensatory leave at the rate of six and one-fourth percent (6.25%), for all hours they are required by the Police Department to standby. An employee called back to work will lose standby compensation for eight (8) hours.

### **Section 10.8 Court Time Compensation**

A. If, as a result of official actions taken during the normal course of employment with the Department, an employee covered by this Agreement is required to appear in Court while off duty, the employee will be paid a minimum of three (3) hours pay at one and one-half (1 1/2) times his/her regular rate of pay. For each hour beyond the first three (3) hours that an employee is required to attend court proceedings, the employee shall be paid at the overtime rate.

B. In determining the number of hours beyond three (3) that an employee is entitled to, the clock shall begin to run when the employee is first required by subpoena or otherwise to attend

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

C. For court time beyond three (3) hours, the employee shall be compensated in ten (10) minute segments, i.e., one sixth (1/6) hour pay at the overtime rate for every ten (10) minutes.

### **Section 10.9 TEC Pay**

A. Effective July 1, 2005, employees who are assigned to provide on the job training (which is designed to be at least twenty (20) days or more in duration) for employees will receive a payment of one dollar (\$1.00) per hour.

B. The County, with the participation of the PCEA, will develop testing procedures to measure an employee's conversational proficiency in selected languages other than English. An employee who passes such test will be certified as an interpreter in the language tested and will be assigned to interpret that language as part of his/her job duties. Employees will receive a lump sum payment of one thousand three hundred dollars (\$1,300.00) per year beginning within thirty (30) days following their certification. Four (4) employees certified in sign language, as selected by the Chief of Police, will also receive a lump sum payment of five hundred twenty dollars (\$520.00) per year beginning within thirty (30) days following verification of such certification.

C. There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and PCEA, not to exceed a total of two (2) from each party, to study the bilingual testing process. The Committee shall report its findings and recommendations to the Chief of Police in writing.

D. Effective July 1, 2006, personnel that have successfully completed all established training bench marks for 911, law enforcement dispatch and fire/EMS dispatch will be provided cross training pay of one dollar (\$1.00) per hour. To retain such extra pay, employees will be required to complete each of the provided training processes and mandatory in-service training classes.

### **Section 10.10 Workhours**

The workweek is the seven (7) consecutive day period commencing with the first (1st) shift on Sunday, and ending with the last shift on the following Saturday. 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.

### **Section 10.11 Work Schedule**

A. The County will provide each shift employee with a copy of his/her annual shift schedule.

B. Whenever an employee's shift assignment, hours of work or work location is changed, the Employer will provide the employee with at least fourteen (14) calendar days notice before the change is effective. However, the parties also recognize that under emergency circumstances (such as filling in for someone who is absent from work) fourteen (14) days notice may not be

possible.

C. There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and PCEA, not to exceed a total of three (3) from each party, to study the subject of alternate work schedules (e.g., flex-time, modified workweeks) for employees covered by this Agreement. PCEA members of the Committee shall be granted reasonable time off with pay from their regularly assigned positions to attend Committee meetings and perform designated Committee work. Such time off shall not be deducted from the leave bank referred to in Article 2, Section 2.3 G. The Committee shall report its findings and recommendations to the Chief of Police, the Director of DER and the Director of Homeland Security, as appropriate, in writing. The Chief of Police, the Director of DER and the Director of Homeland Security, as appropriate, shall consult with the PCEA President concerning the Committee's report.

D. In the event that the regularly scheduled work hours of County police officers assigned to the Bureau of Patrol are permanently changed, the parties agree to refer to the Committee provided for in paragraph C. above (including reconvening the Committee if it has otherwise completed its work) for recommendation to the Chief the issue of whether changes should also be made in the work schedule of civilian station clerks.

#### **Section 10.12 Emergency Closings**

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 Agreement will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees, who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to the number of hours of compensatory leave (not to exceed twelve (12) hours per employee per twenty-four (24) hour period) equal to the number of hours of administrative leave granted to nonessential County employees. For purposes of this subsection, the County workday will be considered ended at 5:00 p.m.

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 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.

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

D. PCEA will be notified of all delayed openings and emergency closings and a teletype will be initiated.

E. Joint Study Committee. There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and PCEA, not to exceed a total of two

(2) from each party, to study the feasibility of inclement weather compensation alternatives during weekends and outside of the normal County workday. The Committee shall report its findings and recommendations to the Chief of Police in writing.

F. Employees covered by this Agreement, who are required to work weekends as part of their regularly scheduled shift, will receive compensatory leave for the length of time that a Countywide "Signal 26" issued by the Police Chief, or designee, due to extreme weather conditions, non-business hours (for purposes of this section that meaning 8:30 am to 5:00 pm), is in effect on their shift(s) worked during the period from 6:00 a.m. Saturday through 6:00 a.m. on Monday.

### **Section 10.13 Rest Period**

Upon approval of the employee's supervisor, consistent with operational necessity, employees covered by this Agreement who are assigned to work twelve (12) hour shifts shall be entitled to one (1) twenty-five (25) minute break per shift in addition to their regular meal period; ten (10) hour shifts, one (1) twenty (20) minute break per shift in addition to their regular meal period; and eight (8) hour shifts, one (1) fifteen (15) minute break per shift in addition to their regular meal period. The Employer will make all reasonable efforts to make sure that employees are permitted to take their breaks.

### **Section 10.14 Meal Period**

Employees covered by this Agreement who work through their regular unpaid meal period (one-half (1/2) hour for eight (8) and ten (10) hour shifts; forty-five (45) minutes for a twelve (12) hour shift) at the direction of Management are entitled to be paid for the meal period worked pursuant to Section 10.4, Overtime Pay.

### **Section 10.15 Group Health Insurance Under the Beneflex Program**

A. The Employer shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

B. The County shall contribute eighty percent (80%) 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 percent (20%). Employees who provide proof of other medical coverage may choose to receive a credit.

C. The Employer shall contribute ninety percent (90%) to the County's prescription and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

D. The County shall contribute to the County's prescription and vision care programs for any employee who retires on or after July 1, 1996, on the same basis that it contributes on behalf of active employees.

E. Two dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of these plans.

F. The County agrees to meet and consult with PCEA for a reasonable period of time before implementing changes in health benefits provided to employees covered by the Agreement. The parties shall establish a committee for purposes of these discussions if either party deems it desirable.

#### **Section 10.16 Group Life Insurance Under the Beneflex Program**

Effective July 1, 2001, the County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

#### **Section 10.17 Leave of Absence Benefits**

When the Chief of Police, the Director of DER or the Director of Homeland Security, in their discretion, recommend to the County Personnel Officer that a request for leave without pay made by an employee covered by this Agreement be approved, the Chief of Police, the Director of DER or the Director of Homeland Security, as appropriate, will send to the employee at his/her home address or have hand delivered the letter and form appearing at the back of this contract as Attachment B. The responsibility for making arrangements for benefits while on leave without pay is the employee's.

#### **Section 10.18 Driver Training**

Employees who are regularly assigned to operate motor vehicles, as a position requirement, shall be assigned to attend a driving course as provided by the County.

#### **Section 10.19 Medical Advisory Board**

The PCEA President or his/her designee will sit on the Medical Advisory Board as an observer with regard to cases that pertain to a PCEA represented employee(s).

#### **Section 10.20 Disability Status Review by the Medical Advisory Board**

When an employee is sent to a County doctor for examination before a review of his/her disability status by the Medical Advisory Board (MAB), the employee shall be advised by letter of his/her right to submit other medical information to the MAB. The parties have agreed on a letter to be sent for such purposes. A copy of the County doctor's report will be sent to the employee.

## **Section 10.21 Retention Incentive Bonus - Joint Study Committee**

There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and PCEA, to determine what classifications within the PCEA should be considered and recommended for a retention incentive bonus. This study will begin on September 1, 2003, and a report of the Committee's findings and recommendations submitted within six (6) months to the Chief of Police, Director of DER and Director of Homeland Security.

## **Section 10.22 Pyramiding**

There shall be no pyramiding of overtime and other premium rates; that is, only one (1) overtime or premium rate will be paid for the same hours worked.

## **ARTICLE 11 -- SUPPLEMENTAL RETIREMENT BENEFIT**

### **A. Benefit Accrual and Amounts.**

1. Effective July 1, 1992, employees covered by this Agreement may elect to participate in a supplemental retirement benefit program and all employees hired on or after July 1, 1992, will participate in a supplemental retirement benefit program pursuant to rules established in the Supplemental Retirement Plan. The supplemental retirement program will be jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program are 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 employee, 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 paragraph E, below.

b. Pursuant to paragraph A.1, above, the maximum benefit payable to any eligible employee is ten percent (10%) of the employee's average annual compensation, as determined pursuant to paragraph E, below.

### **B. Job Related Disability Benefit.**

Effective July 1, 1999, if an employee becomes entitled to a job-related disability pension from the Maryland State Retirement or Pension Plan, the employee will be entitled to receive a disability pension benefit under this Supplemental Retirement Plan equal to a benefit calculated on the regular service formula for a normal benefit pursuant to paragraph A.1, above, as amended by paragraphs G, H, I and J below.

### **C. Vesting.**

#### **1. Minimum Continuous Service Requirements.**

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

2. Vested Benefit.

An employee completing the minimum continuous service requirements of paragraph C.1, above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph A., above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

D. Benefit Payment.

1. The benefit accrued by an employee under either paragraphs A or C, above, shall not be payable until retirement at the earlier age of fifty-five (55) and fifteen (15) years of service or age sixty-two (62) and five (5) years of service; or after thirty (30) years of service regardless of age.

2. Effective July 1, 1995, if a plan participant's eligible spouse dies after a participant begins receiving a Joint and Survivor Pension under this Plan, the participant's benefit shall be increased to the level it would have been had the Joint and Survivor option never been chosen.

E. Funding.

1. Effective July 1, 2001, except for the cost of funding the increase in the benefit accrual rate from six tenths of one percent (.6%) per year to eight tenths of one percent (.8%) per year (as provided in paragraph I below), -- which cost shall be the sole responsibility of the County, the cost of funding the supplemental retirement benefit for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

2. Effective July 1, 2003, new employees hired on or after this date will pay fifty percent (50%) of the total contribution rate required for the Supplemental Pension Plan. The County will pay the other fifty percent (50%).

F. Definitions.

1. Actual Service means service while employed as an employee of Prince George's County.

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 an employee 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 an employee of Prince George's County.

G. Supplemental Retirement Benefit Plan Modification Effective June 30, 1993.

Effective June 30, 1993, the benefit accrual rate in paragraph A., above, shall be increased from four-tenths of one percent (0.4%) to six-tenths of one percent (0.6%) per year for up to twenty-five (25) years of service for an increase in normal benefit from ten percent (10%) to fifteen percent (15%).

H. Supplemental Retirement Benefit Plan Modification Effective July 1, 1996.

Effective July 1, 1996, the period for computing the maximum benefit in paragraph G., above, shall be increased from twenty-five (25) years of service to thirty (30) years for an increase in normal benefit from fifteen percent (15%) to eighteen percent (18%).

I. Supplemental Retirement Benefit Plan Modification Effective July 1, 2001.

Effective July 1, 2001, the benefit accrual rate in paragraphs A, G and H, above, shall be increased from six-tenths of one percent (0.6%) to eight-tenths of one percent (0.8%) per year for up to thirty (30) years for an increase in normal benefit from eighteen percent (18%) to twenty-four percent (24%). The County will bear the entire cost of this pension enhancement.

J. Supplemental Retirement Benefit Plan Modification Effective July 1, 2003.

Effective July 1, 2003, the rate of accrual for all years of service under the Supplemental Pension Plan will increase from eight-tenths of one percent (0.8%) to one percent (1%) per year. Employees will pay fifty percent (50%) of the additional contribution attributable to this pension enhancement. Such additional payment shall begin effective when the contribution rate increase attributable to this improvement is made applicable to the County.

K. Hold Harmless – Fiscal Year 1996/Fiscal Year 1997 Merit

For any employee covered by this Agreement who retires during the period from July 1, 2005, through June 30, 2007, "Average Annual Compensation" as that term is defined in paragraph F. (Definitions), above, will be calculated as if the employee had received the step increase(s), if any, the employee would otherwise have been eligible to receive during the period covering FY96 and FY97 but for the deferral of such step increases in those years.

L. Fiscal Year 2004 G-Scale Employee Transfer

Effective July 1, 2003, former G-Scale employees who participated in the G-Scale Supplemental Pension Plan ("G-Scale Plan") and who are now covered by the PCEA collective bargaining Agreement, will be placed in (transferred to) the PCEA Supplemental Pension Plan ("P-Scale Plan") effective July 1, 2003. Assets and liabilities (vested and non-vested) attributable to such

employees in the G-Scale Plan as of June 30, 2003, will be transferred to the P-Scale Plan. The determination of the amount of assets transferred to the P-Scale Plan is based on a formula recommended by the plans' actuary and agreed to by the parties. Following the transfer, all prior service (i.e., before July 1, 2003) for these transferred employees, as General Schedule employees under the G-Scale Plan, will be credited under the P-Scale Plan using an accrual rate equal to the greater of one percent (1%) or the PCEA accrual rate. Any service for said employees after the transfer date (June 30, 2003) will be calculated using the PCEA accrual rate. If the PCEA accrual rate for existing service is ever increased above one percent (1%), such increase shall also apply to the transferred service of these employees from the G-Scale Plan. The County agrees to amend the applicable supplemental pension plan(s) in order to implement the transfer in the manner described above.

M. IRS Pickup Plan

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

a. 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;

b. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

c. shall be paid by the County from the same source of funds that is used to pay compensation to the employee; and,

d. 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.

2. 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.

## **ARTICLE 12 -- LEAVE**

### **Section 12.1 Sick Leave Policies**

A. Sick leave policies shall be administered in accordance with the Prince George's County Personnel Law.

B. Sick leave may be taken in fifteen (15) minute increments.

## **Section 12.2 Annual Leave Policy**

A. Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law, except as may be provided otherwise below:

1. Annual leave may be taken in fifteen (15) minute increments.
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.
4. Effective beginning with the 1997 leave year, employees who are over the three hundred sixty (360) hours limit at the end of that leave year will be able to convert any annual leave in excess of three hundred sixty (360) hours to new sick leave.

## **Section 12.3 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, with proper notice of separation, 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 participate in the Maryland State Retirement Systems (MSRS) may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.
4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half (1/2) of the

employee's base hourly rate of pay as of January 4, 1997. Sick leave earned beginning the first pay period of Fiscal Year 1997 is not subject to cash payment to the employee upon separation.

5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate.

6. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

7. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 of the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

#### **Section 12.4 Leave of Absence**

Leave without pay may be granted for up to one (1) year when just cause for such leave is shown by the employee. Such leave shall be requested in writing and shall be subject to approval of the Chief of Police or his/her designee or the Director of DER or his/her designee or the Director of Homeland Security or his/her designee, as appropriate, and such approval shall not be unreasonably withheld. The Chief of Police, the Director of DER or the Director of Homeland Security has the right to set reasonable limits on such leaves.

#### **Section 12.5 Discretionary Leave**

A. Employees covered by this Agreement are eligible for and may take one (1) day of discretionary leave per wage reporting year. Discretionary leave may not be taken in increments and must be requested with reasonable advance notice and approved prior to use. A day of discretionary leave -- like a day of holiday leave -- shall consist of the number of hours in the employee's regularly scheduled workshift (e.g., 8, 10 or 12 hour shifts).

B. Employees covered by this Agreement who have been employed as civilian employees of the Prince George's County Police Department and/or the Vehicle Audit Unit of the Department of Environmental Resources and/or Office of Homeland Security for ten (10) or more years shall be eligible for one (1) day of Discretionary Leave per fiscal year in addition to the one (1) day of Discretionary Leave described in the above paragraph, subject to the same limitations described in that paragraph.

C. Employees covered by this Agreement who have been employed as civilian employees of the Prince George's County Police Department and/or the Vehicle Audit Unit of the Department of Environmental Resources and/or Office of Homeland Security for fifteen (15) or more years shall be eligible for two (2) days of Discretionary Leave per wage reporting year in addition to the one (1) day of Discretionary Leave described in the first paragraph above and subject to the same limitations described in that paragraph.

## **Section 12.6 Personal Leave**

In accordance with the Personnel Law, sixteen (16) hours of personal leave — including the four (4) hours of personal leave granted each year in lieu of a General Election Day holiday -- per wage reporting year shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

## **Section 12.7 Leave Reporting for Employees**

When an employee covered by this Agreement uses leave (annual, sick or compensatory), his/her unpaid meal period shall not be included in his/her leave deduction.

## **Section 12.8 Family and Medical Leave**

Employees covered by this Agreement are entitled to family and medical leave as provided in the County Personnel Law. The Chief of Police, the Director of DER, or the Director of Homeland Security may also grant the employee additional leave without pay pursuant to the terms of the Personnel Law. Where leave without pay is granted to an employee under this Article, the employee will be advised at the time the leave is granted as to whether or not the employee will be able to return to the job he/she held at the time the leave without pay was requested.

## **Section 12.9 Bereavement Leave**

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

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

## **Section 12.10 Disability Leave**

Disability leave policies shall be administered in accordance with the Personnel Law, provided, however, that for good cause shown, the Personnel Officer may grant one (1) additional ninety (90) day period of disability leave to an employee who has petitioned the Chief of Police, the Director of DER or the Director of Homeland Security and has received their recommendation for additional leave.

## **ARTICLE 13 -- CLOTHING AND MAINTENANCE ALLOWANCE**

### **Section 13.1 Police Evidence Technicians/Police Evidence Technician Supervisors (Administrative Assistants) /Property Clerks/Television Studio Personnel (Audio Visual Specialists)**

A. The Employer agrees to furnish each Evidence Technician an initial issue of three (3) pairs of coveralls, a raincoat and a pair of boots for use at crime scenes. Effective July 1, 2003, the Employer shall also provide an annual maintenance allowance of six hundred twenty-five dollars (\$625.00) for Evidence Technicians and Evidence Technician Supervisors. Effective July 1, 2004, this allowance will increase to six hundred fifty dollars (\$650.00). The Employer also agrees to furnish one (1) pair of coveralls for Property Clerks working in Vehicle Services.

B. Effective July 1, 2003, the Employer will furnish an annual clothing maintenance allowance of two hundred twenty-five dollars (\$225.00) for Property Clerks in the Department of Environmental Resources. Effective July 1, 2004, this allowance will increase to two hundred fifty dollars (\$250.00).

C. Effective July 1, 2003, the Employer will furnish an annual clothing maintenance allowance of two hundred twenty-five dollars (\$225.00) for Property Clerks, Property Supply Clerks, Television Studio Personnel, Forensic Chemists, Firearms Examiners, Lab Assistants and Firearms Technicians in the Police Department. Effective July 1, 2004, this allowance will increase to two hundred fifty dollars (\$250.00).

D. Effective July 1, 2005, a Uniform Committee will be established to recommend which units/divisions need standardized uniforms.

### **Section 13.2 Public Safety Aides**

A. Joint Study Committee. There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and PCEA, not to exceed a total of two (2) from each party, to review the design of the uniform worn by Public Safety Aides. PCEA members of the Committee shall be granted reasonable time off with pay from their regularly assigned positions to attend Committee meetings and perform designated Committee work. Such time off shall not be deducted from the leave bank referred to in Article 2, Section 2.3 G. The Committee shall report its findings and recommendations to the Chief of Police in writing within five (5) months of the date the Committee is formed. The Chief shall consult with the PCEA President concerning the Committee's report.

B. Public Safety Aides are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the costs of this responsibility the County will provide a six hundred dollar (\$600.00) clothing allowance in each fiscal year.

### **Section 13.3 Clothing Allowance Disbursement**

Clothing allowances payable under this Article 13 will be paid in July each fiscal year covered by this Agreement, and are not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, etc.

### **Section 13.4 Headsets**

A. To defray the cost of maintaining and/or replacing custom made earpieces, the County will provide an annual fifty dollar (\$50.00) earpiece allowance to all employees who are required to use headsets in the performance of their duty.

B. The County will provide repairs and issue temporary replacements for broken or defective issued headsets.

### **Section 13.5 Map Books**

The County shall provide, annually, one (1) updated map book per desk in each facility where map books are used in the performance of the job. These books will be distributed within thirty (30) days of the latest release date after January 2.

### **Section 13.6 County Documents**

The County will provide to the PCEA President one copy of the most current Personnel Law, Administrative Procedures, Police Department General Orders and Homeland Security SOP's. Revisions to above will be supplied to the PCEA. These documents will be provided one time a year in July.

## **ARTICLE 14 -- JOB DESCRIPTION**

A. An employee covered by this Agreement will be provided with a copy of his/her current job description at the time of his/her appointment and at the time of his/her annual performance evaluation, and the employee must sign the job description to acknowledge receipt of it. The employee will also be notified when his or her job description is modified. On July 1<sup>st</sup> of each year, the PCEA will be provided with a copy of all written job descriptions within the bargaining unit.

B. Any change in an employee's job description shall only be within the scope of the employee's class standard. Whenever a new task or duty becomes a part of an employee's job description and the employee requires training in order to perform the new task or duty, the Department will provide appropriate training. Where the Department provides on-the-job training (OJT), it will train the employees who conduct the OJT. No part of the employee's performance evaluation shall encompass a new task or duty until the appropriate training has been completed.

C. At the employee's request, a supervisor will provide direction to the employee concerning the priority of assigned tasks which the employee is to perform.

## **ARTICLE 15 -- SAFETY AND HEALTH**

A. The promotion of safety and health in the work environment is an important and mutually

desirable objective. The County and PCEA therefore agree to cooperate to the fullest extent in the promotion of safety and health.

B. The County and PCEA agree to establish a joint Police Department/PCEA Safety and Health Committee for the purpose of promoting job safety and health. The Committee shall consist of four (4) members, two (2) representing the County and two (2) representing PCEA. The County's representatives shall be a Deputy Chief of Police and a Deputy Labor Commissioner. PCEA representatives shall be the PCEA President or permanent designee and an additional PCEA member designated by the PCEA President. The Deputy Chief of Police and the PCEA President or permanent designee shall co-chair the Committee.

C. The Committee shall meet as needed to investigate problems or grievances involving safety and health in the work place as may arise from time to time. Both the County and PCEA may place safety and health issues on the agenda. Unless the parties agree otherwise, the Committee shall meet not later than ten (10) days after either party has proposed a safety and health problem for Committee consideration. The Committee shall investigate the matter and make a report, including specific recommendations, where appropriate, for consideration by the Chief of Police and/or the Director of DER or the Director of Homeland Security, as appropriate.

D. When a condition at the workplace poses an immediate threat to the health or safety of employees covered by this Agreement, the Department will take prompt corrective action to reduce the threat, and the Committee will convene a special meeting to address the health or safety problem not later than three (3) days after the initial corrective action.

E. Within twenty-five (25) working days after receiving the Committee report, the Police Chief and/or the Director of DER or the Director of Homeland Security, as appropriate, shall notify the Committee in writing of the action the Department proposes to take to correct the alleged unsafe condition.

F. No employee may make a safety claim as a pretext for refusing to carry out a work assignment or for engaging in concerted activity in violation of Article 16 of this Agreement.

G. The parties agree that the procedures outlined above are the sole and exclusive procedures under this Agreement for addressing health and safety issues and that safety and health issues and the provisions of this Article 15 are therefore not subject to the grievance and arbitration provisions of this Agreement.

H. The Employer shall provide smoking cessation workshops to employees.

## **ARTICLE 16 -- NO STRIKE OR LOCKOUT**

A. PCEA and its members, individually and collectively, agree that during the term of this Agreement, there shall be no strikes, slow-ups, nor stoppage of work; and the County agrees that there shall be no lockouts.

B. In the event of an illegal strike, slow-up or work stoppage, PCEA shall promptly and

publicly disavow such unauthorized conduct, order the employees to return to work and take all steps necessary to bring about a prompt resumption of normal operations.

C. The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

#### **ARTICLE 17 -- SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court or higher authority of competent jurisdiction, such decision shall apply to the specified Article, Section or portion thereof specified in the decision; and upon issuance of such a decision, the Employer and PCEA agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

#### **ARTICLE 18 -- NONDISCRIMINATION**

The provisions of this Agreement shall be applied in accordance with applicable Federal, State and local laws with regard to discrimination on the basis of race, sex, sexual orientation, marital status, color, religious or political affiliation, country of origin, age or disability. There shall be no discrimination against any employee on account of his/her membership or non-membership in PCEA. PCEA shall share equally with the County the responsibility for applying this Article.

#### **ARTICLE 19 -- PUBLICATION OF AGREEMENT**

The Employer, at its expense, agrees to publish this Agreement in convenient form and distribute one (1) copy to each employee and six (6) copies to PCEA. The Employer further agrees to provide each new employee with a copy of this Agreement at the time of hiring. In addition, provide that PCEA will be notified when printed contracts are available for pick-up. County will print one hundred-fifty (150) copies in excess of current bargaining unit membership at the expense of the PCEA.

#### **ARTICLE 20 -- DURATION**

A. This Agreement shall become effective on July 1, 2005, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2007.

B. This Agreement shall be automatically renewed from year to year after June 30, 2007, unless either party shall notify the other in writing no later than October 1, 2006 (or October 1st of any subsequent year thereafter in the case of an automatic renewal), that it desires to terminate, modify or amend this Agreement.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, in Upper Marlboro, Prince George's County, Maryland.

FOR PRINCE GEORGE'S COUNTY  
POLICE CIVILIAN EMPLOYEES  
ASSOCIATION

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND

---

Arthur C. Emery  
President

---

Jack B. Johnson  
County Executive

---

Melvin C. High  
Chief of Police

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Donna M.P. Wilson, Esq.  
Director, Department of Environmental  
Resources

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Vernon Herron  
Director, Office of Homeland Security

## ATTACHMENT A - PCEA UNIFORM WAGE SCALE

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
STEP	0-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
COMPLETED	0-1	2	3	4	5	6	7	8	9	10	11	12	(13-15)	(16-18)	(19+)

### A. Pay Plan Description

1. Pay Plan effective July 1, 1994.
2. 15 Step Plan - Derived as follows:

Step A (or Step 0-1) at Grade T-6 is three and one-half percent (3.5%) above the existing minimum salary for Grade P-6. Each successive step is three and one-half percent (3.5%) up to and including Step L. Step L to M is three percent (3%) and Steps M to N and N to O are two and one-half percent (2.5%).

3. Steps at Grade T-5 will be five percent (5%) less than corresponding steps at Grade T-6. The value of the intervals between the grades above Grade P-6 is five percent (5%).

4. Completed years of service for purposes of this pay plan shall be determined by using an employee's date of hire as reflected on the employee's PID.

### B. Placement and Movement on Wage Scale

#### 1. Current Employees

- a. General Rule - On their anniversary dates in FY95, employees will be placed on the scale at the next step above their salary and then be afforded a one step increase. After being placed on the scale, no one will receive more than a one step increase during FY95, and some employees may not receive a step increase (see B.1.b. and c., below).

- b. Employees below Step A (0-1) - On their anniversary dates, employees below Step A will be placed on the scale at Step A and will advance no further during FY95.

- c. Longevity Steps (Steps M, N & O) - Employees whose placement on the scale plus anniversary increase in FY95 results in their being at a step below that warranted by their years of service will have annual step increases until they are at the step which corresponds with their completed years of service. Employees who are placed on the scale during FY95 at a longevity step which exceeds their years of service or who during subsequent years achieve a longevity step which exceeds their years of completed service will not advance to the next longevity step until warranted by their completed years of service.

2. New Hires - Entry level employees hired during FY95 will be hired at Step A (0-1), and will not move to Step B (2) until their anniversary date in FY97.

3. Promotions and Demotions - Effective July 1, 2005, upon promotion or demotion, an employee's salary will be increased or decreased, as applicable, by five percent (5%) for every grade movement. (For example, a one-grade promotion from P-05 to P-06 would be a five percent (5%) salary increase, a two-grade promotion from P-08 to P-10 would be a ten percent (10%) salary increase; or a three-grade promotion from P-10 to P-13 would be a fifteen percent (15%) promotion.)

4. Anniversary Dates - Employees covered by this Agreement and hired before July 3, 1988, will keep the anniversary dates that they held on July 3, 1988 for as long as they are continuously employed. Employees hired on or after July 3, 1988 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.

C. Additional Pay Steps - Effective July 1, 1995, the wage scale will be expanded to include the following steps at a rate of two and one-half percent (2.5%) per step:

Step O 15 19 -21 years of service (Modified, not added)  
Step P 16 22 - 24 years of service  
Step Q 17 25 - 27 years of service  
Step R 18 28 - 30 years of service

D. Fiscal Year 1998:

During FY98, any employee who has not advanced to the step on the Uniform Wage Scale that would otherwise have been warranted by his/her completed years of service as of January 1, 1998 (minus a two year lag because of the lack of credit toward merit increases during FY96 and FY97) will be placed on that step effective the first full pay period beginning on or after January 1, 1998.

E. Fiscal Year 2000:

1. Effective July 1, 1999, the anniversary dates of employees covered by this Agreement will be adjusted to the employee's date of hire if that date is different from the employee's current anniversary date.

2. Effective the first full pay period beginning on or after July 1, 1999, employees will be placed on the proper step of the Uniform Wage Scale for their years of service (minus two years for loss of credit during FY96 and FY97).

3. Effective the first full pay period beginning on or after July 1, 1999, the Uniform Wage Scale shall be modified as follows:

Step N shall be applicable after 13 years of service;  
Step O shall be applicable after 15 years of service;

Step P shall be applicable after 17 years of service;  
Step Q shall be applicable after 19 years of service;  
Step R shall be applicable after 22 years of service;  
Step S shall be applicable after 25 years of service;  
and a new Step T shall be applicable after 28 years of service.

The interval between Steps N to O, O to P, P to Q, Q to R, and R to S shall be increased from two and one-half percent (2.5%) to three percent (3%); and the interval from Step S to new Step T shall be two and one-half percent (2.5%).

F. Fiscal Year 2002:

1. Effective July 1, 2001, the intervals between Steps M and N and N and O shall be increased from three percent (3%) to three and one-half percent (3.5%); and the interval between Steps S and T shall be increased from two and one-half percent (2.5%) to three percent (3%).

2. In accordance with PERB Certification Number AAA 16 390 00243 01 which includes in the PCEA bargaining unit Emergency Dispatchers, formerly represented by IAFF Local 1619, in the Office of Information Technology and Communications (OITC), currently the Office of Homeland Security (OHS). Effective July 1, 2001, said employees will be placed at the step nearest their current salary level on the P-Salary Scale as of June 30, 2001, which is higher than their salary level as of June 30, 2001. If such a step is below their proper placement on the P-Salary Scale (minus two years for the loss of credit during FY96 and FY97, as applicable), then said employees will continue to move one step annually to reach their proper placement on the P-Salary Scale. In addition to the salary placement described above, said former B-scale employees will receive an additional lump sum payment of one thousand three hundred fifty dollars (\$1,350.00) per year to be paid annually on the first full pay period in July of each year. The purpose of such \$1,350.00 payment is to compensate the employees involved for clothing allowance and EMT Pay, which is no longer part of their compensation. It is intended that such lump sum payments ("Equity Adjustment") shall be a continuing part of the compensation of such employee, and shall be included in the "Average Annual Compensation" of such employees for the purpose of pension calculations for those employees. The annual payments of \$1, 350.00 will cease when the employee leaves the PCEA P-Salary Scale.

G. Fiscal Year 2003:

Effective July 1, 2002, the wage scale (with all steps) will be expanded to the grade of P-24. Each new Grade will be five percent (5%) more than the next previous grade (i.e. G21-G22-G23-G24).

In accordance with PERB Certification Number AAA 16 390 00248 01, former G-Scale employees will be placed, effective June 30, 2002, on the P-Scale at the same Salary Grade they held as of June 30, 2002, at the nearest salary level on the P-Scale as of June 30, 2002, which is higher than their G-Scale salary level as of June 30, 2002. These employees will retroactively receive the same cost of living increase in FY03 as received by P-Scale employees, and will receive retroactively any applicable merit increase they would be eligible for in said Fiscal Year. Movement on the P-Scale will be as follows:

1. Employees below G-Max who are placed on the P-Scale at their grade as of June 30, 2002, at the nearest salary level on the P-Scale which is higher than their salary level as of June 30, 2002, and above their years of service (minus up to two years for suspension of merit steps during FY96 and FY97, as applicable), will advance towards Step L on a yearly basis and then will be frozen at Step L until they reach their appropriate years of service.

2. Employees currently below G-Max who are placed on the P-Scale at their grade as of June 30, 2002, at the nearest salary level on the P-Scale which is higher than their salary level as of June 30, 2002, but at a lower step in accordance with their years of service (minus up to two years for suspension of merit steps during FY96 and FY97, as applicable), will continue receiving annual merit increases and move on the P-Scale until they reach their appropriate years of service.

3. Employees currently at G-Max who are placed on the P-Scale at their grade as of June 30, 2002, and at Step L who are above their years of service (minus up to two years for suspension of merit steps during FY96 and FY97, as applicable), will be frozen at Step L until they reach their appropriate years of service.

4. Employees currently at G-Max who are placed on the P-Scale at their grade as of June 30, 2002, and at Step L who are below their years of service (minus up to two years for suspension of merit steps in FY96 and FY97, as applicable), will continue receiving annual merit increases and move on the P-Scale until they reach their appropriate years of service.

H. Fiscal Year 2004:

Effective July 1, 2003, employees hired above the starting salary on the wage scale will be informed in writing whether they will be frozen on the wage scale for any specified period of time. Such employees shall sign an acknowledgement that they have been informed of their future movement on the wage scale. Nothing in this subsection shall be construed to deny such employee any movement on the pay scale to which that employee would otherwise be entitled under the agreement.

I. Fiscal Year 2006:

Effective July 1, 2005, the May 1, 2005 wage scale will be converted from steps to a Min-Max system. The May 1, 2005 wage scale will be used with grades P05 through P24 Step A as the new Min rate and Step T as the new Max rate. Two new grades P25 and P26 will be added to the new Min-Max scale. Each new grade will be five percent (5%) more than the next previous grade. An employee will be eligible to advance to the next step for his/her grade on his/her anniversary date at the rate of one (1) three and one-half percent (3.5%) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

J. Fiscal Year 2007:

Effective July 1, 2006, the Max pay rate will be increased by three and one-half percent (3.5%).

**ATTACHMENT B – LEAVE WITHOUT PAY**

CERTIFIED MAIL

or

HAND DELIVERED

NAME  
STREET  
CITY/STATE

Dear NAME:

I have received your request for leave without pay from \_\_\_\_\_ through \_\_\_\_\_ . I have concurred with your request and directed correspondence to the Director of the Office of Human Resources Management for approval. I will notify you of his decision as soon as I am informed of it.

Continuation of Health and Life Insurance Coverage. Although it is your responsibility to make arrangements with the Benefits Division of the Office of Human Resources Management (OHRM), to make whatever payments you may be required to make to continue your health and life insurance coverage, we have contacted OHRM and have attached a form which lists any payments due in order to continue your health and life insurance coverage. You should contact the Benefits Division of OHRM, at 301-883-6380 if you have further questions.

Continuation of Retirement/Pension Benefits. The State Retirement and Pension Systems have their own rules concerning the continuation of benefits during a leave of absence. Not every County approved leave of absence meets their definitions of leave of absence for the State Retirement and Pension Systems. However, if a leave of absence of more than ten (10) days is approved for personal illness, maternity or paternity, study, service in an employee organization, government sponsored organization, or adoption, you must file the MSRS-46 form (Application To Be Placed On A Qualifying Approved Leave of Absence) with the State Retirement Agency before your leave begins to protect your benefits. If you have not already completed the form, one is attached for your convenience. You should contact the Pensions Division of OHRM, at 301-883-6390 for further information.

Sincerely,

Chief of Police  
Director, Department of Environmental Resources  
Director, Office of Homeland Security

Enclosure

LEAVE WITHOUT PAY

HEALTH & LIFE INSURANCE  
EMPLOYEE PREMIUM PAYMENTS

Name \_\_\_\_\_ Leave to begin \_\_\_\_\_  
Soc. Sec. No. \_\_\_\_\_ Leave to end \_\_\_\_\_  
Department/Division \_\_\_\_\_

Once you begin your leave without pay,  
your Health insurance coverage will continue through \_\_\_\_\_;  
date  
your Prescription insurance coverage, through \_\_\_\_\_;  
date  
your Optical insurance coverage, through \_\_\_\_\_;  
date  
your Dental insurance coverage, through \_\_\_\_\_;  
date  
and your Life insurance coverage, through \_\_\_\_\_.  
date

In order to continue your coverage, you must make the following premium payments to Prince George's County (Benefits Division, Office of Human Resources Management, 1400 McCormick Drive, Largo, Maryland 20774) by the due date(s) indicated:

<u>Type Coverage</u>	<u>Premium Payment</u>	<u>Date(s) Due</u>
Health Insurance	\$ _____	_____
Prescription Insurance	\$ _____	_____
Optical Insurance	\$ _____	_____
Dental Insurance	\$ _____	_____
Life Insurance	\$ _____	_____

If you have any questions about this payment schedule or your coverage, you may call Benefits, at 301-883-6380.

Prepared by \_\_\_\_\_

cc: Benefits Division

**ATTACHMENT C – PUBLIC EMPLOYEE RELATIONS BOARD (PERB)  
CERTIFICATION LIST  
Police Civilian Employees Association**

<b>Case Number Date of Certification</b>	<b>Positions Involved</b>
73-PG-R-8 (PCEA) 73-PG-R-9 (AFSCME) PCEA - July 31, 1974	Account Clerk II Clerk Typist II Clerk Typist III Clerk Technician Office Aide Reproduction Assistant I Secretary Communications Clerk I Communications Clerk II Communications Clerk I – Platoon Communications Clerk II – Platoon Station Clerk Custodian Foreman Station Clerk – Platoon Police Records Clerk I Police Records Clerk II Police Records Clerk – Platoon I Police Records Clerk-Platoon II Police Dispatcher – Platoon Fingerprint Expert Trainee Fingerprint Examiner Supply Clerk II Supply Clerk IV Auto Mechanic II Day Custodian
74-PG-R-16	Police Cadets
75-PG-R-20	Public Information Assistant II Special Investigator I
75-PG-R-21 March 9, 1976	73-PR-R-8 and 73-PG-R-9 positions plus: Police Technician Administrative Aide I Photo Lab Technician Special Investigator I Communications Development Assistant II
80-PG-R-40	Clarification or Amendment of the Existing Unit to include: Administrative Aide II, III Administrative Assistant I Public Service Aides General Clerk I, II, III Data Preparation Supervisor Public Service Aide Police Account Clerk III
16 39 0030 82 July 21, 1982	AMENDED CERTIFICATION General Clerk I, II, III Data Preparation Supervisor Police Account [Clerk] II Public Service Aides
16 39 00203 85S November 20, 1985	AMENDED CERTIFICATION Administrative Aide to the Northern and Southern Area Commanders Administrative Aide II to the Commander, Special Operations and Investigation Unit Administrative Aide II to the Civilian Head of the Personnel Division of Personnel Services

16 39 0383 85S February 27, 1986	DECISION AND ORDER Personnel Clerk Personnel Aide I Personnel Aide II Administrative Aide to the Central Area Commander	
16 39 00073 89W May 22, 1989	AMENDMENT OF CERTIFICATION (Vehicle Audit Unit/DER) Account Clerk I, II, III Administrative Aide I, II Clerk Typist I, II Community Affairs Assistant I, II, Custodian I, II Custodian Supervisor Emergency Dispatcher Aide Emergency Dispatcher I, II, III Fingerprint Assistant I, II	Fingerprint Specialist I, II General Clerk I, II, III, IV Intake Process Technician I, II, III Personnel Aide I, II, III Photo Lab Technician I, II, III Police Evidence Technician I, II Public Safety Aide I, II, III Supervisory Clerk Supply/Property Clerk I, II, III, IV
16 39 00252 90S September 5, 1990	AMENDMENT OF CERTIFICATION Switchboard Operator I Switchboard Operator II Mail Courier I Mail Courier II Data Preparation Supervisor	Mail Courier III Mail Courier Supervisor Data Entry Operator I Data Entry Operator II
16 390 00243 01 November 1, 2001	AMENDMENT OF CERTIFICATION Emergency Dispatcher Aide (OITC) Emergency Dispatcher IV Emergency Dispatcher IV (OITC) Sheriff's Dispatcher III	
16 390 00248 01 May 20, 2002 (duplicate with case 16 390 00243 01. AAA will close 16 390 243 01)	AMENDMENT OF CERTIFICATION (Police Department Only) Accountant I, II, III Account Clerk IV Accounting Technician Administrative Assistant I, II, III Administrative Aide III, IV Armorer I, II Audio Visual Specialist I, II, III Budget Aide I, II, III Budget Management Analyst I, II, III Buyer I, II, III, IV Photo Lab Supervisor	Executive Administrative Aide Fingerprint Specialist Supervisor Firearms Examiner Firearms Technician Forensic Chemist I, II, III Graphic Artist I, II Investigator I, II, III Lab Assistant I, II Permit Specialist I, II, III Personnel Analyst I, II, III Psychologist I
16 390 00248 01 January 2003	AMENDMENT TO CERTIFICATION OF REPRESENTATION Clarifies the Certified Unit to include the Administrative Aide IV positions who work for the Chief of Police and the (then) Acting Chiefs of the Department's: Bureau of Administration; Bureau of Patrol; Bureau of Support Services; and Chief of Staff.	

## ATTACHMENT D - CLASSES OF WORK\*

Account Clerk I, II, III, IV	Firearms Technician
Accountant I, II, III	Forensic Chemist I, II, III
Accounting Technician	General Clerk I, II, III, IV
Administrative Aide I, II, III, IV	Graphic Artist I, II
Administrative Assistant I, II, III	Intake Process Technician I, II, III
Armorer I, II	Investigator I, II, III
Audio Visual Specialist I, II, III	Lab Assistant I, II
Budget Aide I, II, III	Mail Services Operator I, II, III
Budget Management Analyst I, II, III	Mail Services Supervisor
Buyer I, II, III, IV	Permit Specialist I, II, III
Clerk Typist I, II, III	Personnel Aide I, II, III
Communication Specialist I, II, III	Personnel Analyst I, II, III
Community Affairs Assistant I, II	Photo Lab Technician I, II, III
Custodian I, II	Photo Lab Supervisor
Custodian Supervisor	Police Evidence Technician I, II
Data Entry Operator I, II	Psychologist I
Data Preparation Supervisor	Public Service Aide
Emergency Dispatch Aide	Reproduction Assistant
Emergency Dispatcher I, II, III, IV	Security Officer I, II, III
Executive Administrative Aide	Senior Emergency Dispatch Aide
Fingerprint Assistant I, II	Supervisory Clerk
Fingerprint Specialist I, II, III, IV	Supply/Property Clerk I, II, III, IV
Fingerprint Specialist Supervisor	Systems Analyst I, II, III
Firearms Examiner	Switchboard Operator I, II

\*This document is intended to summarize the existing PERB certifications. Those certifications constitute the official unit description.

Salary Schedule P  
Schedule of Pay Grades (P05-P26)  
Prince George's County Police Civilian Employees Association (PCEA)  
Effective July 1, 2005

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P05	HOURLY	9.0311	16.9471
	BIWKLY	722.49	1355.76
	ANNUAL	18,785	35,250
P06	HOURLY	9.4826	17.7944
	BIWKLY	758.61	1423.55
	ANNUAL	19,724	37,012
P07	Hourly	9.9568	18.6841
	BIWKLY	796.54	1494.73
	ANNUAL	20,710	38,863
P08	HOURLY	10.4546	19.6183
	BIWKLY	836.37	1569.47
	ANNUAL	21,746	40,806
P09	HOURLY	10.9773	20.5993
	BIWKLY	878.19	1647.94
	ANNUAL	22,833	42,846
P10	HOURLY	11.5262	21.6292
	BIWKLY	922.09	1730.34
	ANNUAL	23,974	44,989
P11	HOURLY	12.1025	22.7107
	BIWKLY	968.20	1816.85
	ANNUAL	25,173	47,238
P12	HOURLY	12.7076	23.8462
	BIWKLY	1016.61	1907.70
	ANNUAL	26,432	49,600

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P13	HOURLY	13.343	25.0385
	BIWKLY	1067.44	2003.08
	ANNUAL	27,753	52,080
P14	HOURLY	14.0101	26.2905
	BIWKLY	1120.81	2103.24
	ANNUAL	29,141	54,684
P15	HOURLY	14.7107	27.6050
	BIWKLY	1175.85	2208.40
	ANNUAL	30,598	57,418
P16	HOURLY	15.4462	28.9852
	BIWKLY	1235.70	2318.82
	ANNUAL	32,128	60,289
P17	HOURLY	16.2185	30.4345
	BIWKLY	1297.48	2434.76
	ANNUAL	33,734	63,304
P20	HOURLY	18.7749	35.2317
	BIWKLY	1502.00	2818.54
	ANNUAL	39,052	73,282
P21	HOURLY	19.7137	36.9933
	BIWKLY	1577.09	2959.46
	ANNUAL	41,004	76,946
P22	HOURLY	20.6994	38.8430
	BIWKLY	1655.95	3107.44
	ANNUAL	43,055	80,793
P23	HOURLY	21.7343	40.7851
	BIWKLY	1738.75	3262.81
	ANNUAL	45,207	84,833

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P24	HOURLY	22.8211	42.8244
	BIWKLY	1825.68	3425.95
	ANNUAL	47,468	89,075
P25	HOURLY	23.9622	44.9656
	BIWKLY	1916.97	3597.25
	ANNUAL	49,841	93,528
P26	HOURLY	25.1603	47.2139
	BIWKLY	2012.82	3777.11
	ANNUAL	52,333	98,205

The minimum rates are the May 1, 2005, Step A rates for all grades and the addition of Grade P25 which is 105% above Grade P24 and then P26 is added which is 105% above Grade P25. The maximum rates are the May 1, 2005, Step T rates for all grades and the addition of Grade P25 which is 105% above Grade P24 and then P26 is added which is 105% above Grade P25. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Salary Schedule P  
Schedule of Pay Grades (P05-P26)  
Prince George's County Police Civilian Employees Association (PCEA)  
Effective August 7, 2005

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P05	HOURLY	9.2569	17.3708
	BIWKLY	740.55	1355.76
	ANNUAL	19,254	36,131
P06	HOURLY	9.7197	18.2393
	BIWKLY	777.57	1459.14
	ANNUAL	20,217	37,938
P07	HOURLY	10.2057	19.1512
	BIWKLY	816.46	1532.10
	ANNUAL	21,228	39,835
P08	HOURLY	10.7160	20.1088
	BIWKLY	857.28	1569.47
	ANNUAL	22,289	41,826
P09	HOURLY	11.2517	21.1143
	BIWKLY	878.19	1689.14
	ANNUAL	23,404	42,846
P10	HOURLY	11.8144	22.1699
	BIWKLY	922.09	1773.59
	ANNUAL	24,574	46,113
P11	HOURLY	12.4051	23.2785
	BIWKLY	992.41	1816.85
	ANNUAL	25,803	48,419
P12	HOURLY	13.0253	24.4424
	BIWKLY	1042.02	1955.39
	ANNUAL	27,093	50,840

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P13	HOURLY	13.6766	25.6645
	BIWKLY	1094.13	2053.16
	ANNUAL	28,447	53,382
P14	HOURLY	14.3604	26.9478
	BIWKLY	1148.83	2155.82
	ANNUAL	29,870	56,051
P15	HOURLY	15.0785	28.2951
	BIWKLY	1175.85	2263.61
	ANNUAL	31,363	58,854
P16	HOURLY	15.8324	29.7098
	BIWKLY	1266.59	2376.79
	ANNUAL	32,931	61,796
P17	HOURLY	16.6240	31.1954
	BIWKLY	1329.92	2495.63
	ANNUAL	34,578	64,886
P18	HOURLY	17.4551	32.7551
	BIWKLY	1396.41	2620.41
	ANNUAL	36,307	68,131
P19	HOURLY	18.3279	34.3929
	BIWKLY	1466.23	2751.43
	ANNUAL	38,122	71,537
P20	HOURLY	19.2443	36.1125
	BIWKLY	1502.00	2889.00
	ANNUAL	40,028	75,114
P21	HOURLY	20.2065	37.9181
	BIWKLY	1577.09	3033.45
	ANNUAL	42,030	78,870
P22	HOURLY	21.2169	39.8141
	BIWKLY	1697.35	3185.13
	ANNUAL	44,131	82,813

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P23	HOURLY	22.2777	41.8047
	BIWKLY	1738.75	3344.38
	ANNUAL	46,338	86,954
P24	HOURLY	23.3916	43.8950
	BIWKLY	1825.68	3511.60
	ANNUAL	48,655	91,302
P25	HOURLY	24.5613	46.0897
	BIWKLY	1964.90	3687.18
	ANNUAL	51,087	95,867
P26	HOURLY	25.7893	48.3942
	BIWKLY	2063.14	3871.54
	ANNUAL	53,642	100,660

The rates are the July 1, 2005 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Salary Schedule P  
Schedule of Pay Grades (P05-P26)  
Prince George's County Police Civilian Employees Association (PCEA)  
Effective July 1, 2006

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P05	HOURLY	9.2569	17.9788
	BIWKLY	740.55	1355.76
	ANNUAL	19,254	37,396
P06	HOURLY	9.7197	18.8776
	BIWKLY	777.57	1510.21
	ANNUAL	20,217	39,265
P07	HOURLY	10.2057	19.8215
	BIWKLY	816.46	1585.72
	ANNUAL	21,228	41,229
P08	HOURLY	10.7160	20.8126
	BIWKLY	857.28	1569.47
	ANNUAL	22,289	43,290
P09	HOURLY	11.2517	21.8533
	BIWKLY	878.19	1748.26
	ANNUAL	23,404	42,846
P10	HOURLY	11.8144	22.9459
	BIWKLY	922.09	1835.67
	ANNUAL	24,574	47,727
P11	HOURLY	12.4051	24.0932
	BIWKLY	992.41	1816.85
	ANNUAL	25,803	50,114
P12	HOURLY	13.0253	25.2978
	BIWKLY	1042.02	2023.83
	ANNUAL	27,093	52,620

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P13	HOURLY	13.6766	26.5627
	BIWKLY	1094.13	2125.02
	ANNUAL	28,447	55,250
P14	HOURLY	14.3604	27.8909
	BIWKLY	1148.83	2231.27
	ANNUAL	29,870	58,013
P15	HOURLY	15.0785	29.2855
	BIWKLY	1175.85	2342.84
	ANNUAL	31,363	60,914
P16	HOURLY	15.8324	30.7497
	BIWKLY	1266.59	2459.97
	ANNUAL	32,931	63,959
P17	HOURLY	16.6240	32.2872
	BIWKLY	1329.92	2582.98
	ANNUAL	34,578	67,157
P18	HOURLY	17.4551	33.9015
	BIWKLY	1396.41	2712.12
	ANNUAL	36,307	70,515
P19	HOURLY	18.3279	35.5966
	BIWKLY	1466.23	2847.73
	ANNUAL	38,122	74,041
P20	HOURLY	19.2443	37.3764
	BIWKLY	1502.00	2990.11
	ANNUAL	40,028	77,743
P21	HOURLY	20.2065	39.2453
	BIWKLY	1577.09	3139.62
	ANNUAL	42,030	81,630
P22	HOURLY	21.2169	41.2076
	BIWKLY	1697.35	3296.61
	ANNUAL	44,131	85,712

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P23	HOURLY	22.2777	43.2679
	BIWKLY	1738.75	3461.43
	ANNUAL	46,338	89,997
P24	HOURLY	23.3916	45.4313
	BIWKLY	1825.68	3634.51
	ANNUAL	48,655	94,497
P25	HOURLY	24.5613	47.7028
	BIWKLY	1964.90	3816.23
	ANNUAL	51,087	99,222
P26	HOURLY	25.7893	50.0880
	BIWKLY	2063.14	4007.04
	ANNUAL	53,642	104,183

The rates are the August 7, 2005 maximum rates multiplied by 103.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Salary Schedule P  
Schedule of Pay Grades (P05-P26)  
Prince George's County Police Civilian Employees Association (PCEA)  
Effective July 9, 2006

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P05	HOURLY	9.4883	18.4282
	BIWKLY	759.06	1355.76
	ANNUAL	19,736	38,331
P06	HOURLY	9.9627	19.3496
	BIWKLY	797.01	1547.97
	ANNUAL	20,722	40,247
P07	HOURLY	10.4609	20.3170
	BIWKLY	836.87	1625.36
	ANNUAL	21,759	42,259
P08	HOURLY	10.9839	21.3329
	BIWKLY	878.71	1569.47
	ANNUAL	22,846	44,372
P09	HOURLY	11.5330	22.3996
	BIWKLY	878.19	1791.97
	ANNUAL	23,989	42,846
P10	HOURLY	12.1097	23.5195
	BIWKLY	922.09	1881.56
	ANNUAL	25,188	48,921
P11	HOURLY	12.7152	24.6955
	BIWKLY	1017.22	1816.85
	ANNUAL	26,448	51,367
P12	HOURLY	13.3509	25.9303
	BIWKLY	1068.07	2074.42
	ANNUAL	27,770	53,935

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P13	HOURLY	14.0185	27.2268
	BIWKLY	1121.48	2178.14
	ANNUAL	29,158	56,632
P14	HOURLY	14.7194	28.5882
	BIWKLY	1177.55	2287.06
	ANNUAL	30,616	59,463
P15	HOURLY	15.4554	30.0176
	BIWKLY	1175.85	2401.41
	ANNUAL	32,147	62,437
P16	HOURLY	16.2282	31.5184
	BIWKLY	1298.25	2521.47
	ANNUAL	33,755	65,558
P17	HOURLY	17.0396	33.0944
	BIWKLY	1363.16	2647.55
	ANNUAL	35,442	68,836
P18	HOURLY	17.8915	34.7491
	BIWKLY	1431.32	2779.93
	ANNUAL	37,214	72,278
P19	HOURLY	18.7861	36.4865
	BIWKLY	1502.89	2918.92
	ANNUAL	39,075	75,892
P20	HOURLY	19.7254	38.3108
	BIWKLY	1502.00	3064.87
	ANNUAL	41,029	79,687
P21	HOURLY	20.7117	40.2264
	BIWKLY	1577.09	3218.11
	ANNUAL	43,080	83,671
P22	HOURLY	21.7473	42.2378
	BIWKLY	1739.78	3379.02
	ANNUAL	45,234	87,855

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P23	HOURLY	22.8346	44.3496
	BIWKLY	1738.75	3547.97
	ANNUAL	47,496	92,247
P24	HOURLY	23.9764	46.5671
	BIWKLY	1825.68	3725.37
	ANNUAL	49,871	96,860
P25	HOURLY	25.1753	48.8954
	BIWKLY	2014.03	3911.63
	ANNUAL	52,365	101,702
P26	HOURLY	29.5090	51.3402
	BIWKLY	2360.72	4107.22
	ANNUAL	61,379	106,788

The rates are the July 1, 2006 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.