

COMPILATION OF LAWS  
ENACTED UNDER THE  
EXPRESS POWERS ACT  
BY THE  
COUNTY COUNCIL OF  
PRINCE GEORGE'S COUNTY, MARYLAND

2018

VOLUME ONE



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ENACTED UNDER THE  
EXPRESS POWERS ACT  
BY THE  
COUNTY COUNCIL OF  
PRINCE GEORGE'S COUNTY, MARYLAND  
2018

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**2018**

**Preface**

Pursuant to the requirements of Section 9-206, Local Government Article, Annotated Code of Maryland, there is hereby provided a compilation of all laws enacted by the County Council of Prince George's County, Maryland, in calendar year 2018. A short caption of the contents of each law and the full text of all laws enacted in 2018 under the "Express Powers Act" that are general in application and which add to, amend, or repeal the Public Local Laws of Prince George's County and the Prince George's County Code are included.

An asterisk (\*) after the Chapter Number in the Index indicates that the full text of the law is printed in this compilation. All other laws are those clearly not enacted under the Express Powers Act.

The 2018 Referenda were submitted to the voters of the County at the November 6, 2018 general election and the election results are listed following this preface.



TABLE 1

<u>Bill Number</u>	<u>Chapter</u>	<u>Bill Number</u>	<u>Chapter</u>
CB-1	1	CB-52	26
CB-2	--	CB-53	39
CB-3	3	CB-54	67
CB-4	--	CB-55	68
CB-5	--	CB-56	40
CB-6	35	CB-57	41
CB-7	2	CB-58	--
CB-8	4	CB-59	42
CB-9	33	CB-60	69
CB-10	36	CB-61	43
CB-11	84	CB-62	44
CB-12	18	CB-63	45
CB-13	37	CB-64	46
CB-14	38	CB-65	47
CB-15	85	CB-66	64
CB-16	62	CB-67	70
CB-17	65	CB-68	--
CB-18	66	CB-69	71
CB-19	34	CB-70	72
CB-20	7	CB-71	73
CB-21	16	CB-72	74
CB-22	5	CB-73	75
CB-23	6	CB-74	63
CB-24	17	CB-75	48
CB-25	32	CB-76	--
CB-26	8	CB-77	76
CB-27	27	CB-78	77
CB-28	28	CB-79	78
CB-29	19	CB-80	79
CB-30	20	CB-81	80
CB-31	21	CB-82	49
CB-32	22	CB-83	50
CB-33	23	CB-84	51
		CB-85	81
CB-34	24	CB-86	52
CB-35	9	CB-87	53
CB-36	10	CB-88	54
CB-37	--	CB-89	55
CB-38	11	CB-90	56
CB-39	12	CB-91	57
CB-40	13	CB-92	58
CB-41	14	CB-93	--



(Table 1 – Cont'd)

<u>Bill Number</u>	<u>Chapter</u>	<u>Bill Number</u>	<u>Chapter</u>
CB-42	--	CB-94	82
CB-43	--	CB-95	59
CB-44	--	CB-96	83
CB-45	--	CB-97	60
CB-46	29	CB-98	61
CB-47	30	CB-99	86
CB-48	31		
CB-49	15		
CB-50	25		
CB-51	--		



**PRINCE GEORGE'S COUNTY MARYLAND  
2018 REFERENDUM**

**QUESTION A**

**Proposed Bond Bill**

**Public Works and Transportation Facilities Bonds**

**Charter Referendum**

**(CB-30-2018)**

**(Chapter 20)**

**Adopted**

Proposed Bond Bill to enable the County to borrow money and issue bonds in an amount not exceeding \$148,287,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation or repair of Public Works and Transportation Facilities (including roads and bridges, parking lots, and maintenance facilities), as defined therein.

**QUESTION B**

**Proposed Bond Bill**

**Library Facilities Bonds**

**Charter Referendum**

**(CB-31-2018)**

**(Chapter 21)**

**Adopted**

Proposed Bond Bill to enable the County to borrow money and issue bonds in an amount not exceeding \$16,796,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation or repair of Library Facilities, as defined therein.

#### QUESTION C

Proposed Bond Bill

Public Safety Facilities Bonds

Charter Referendum

(CB-32-2018)

(Chapter 22)

Adopted

Proposed Bond Bill to enable the County to borrow money and issue bonds in an amount not exceeding \$56,053,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation or repair of Public Safety Facilities (including Fire Department Facilities), as defined therein.

#### QUESTION D

Proposed Bond Bill

County Buildings Bonds

Charter Referendum

(CB-33-2018)

(Chapter 23)

Adopted

Proposed Bond Bill to enable the County to borrow money and issue bonds in an amount not exceeding \$97,564,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation or repair of County Buildings, as defined therein.

#### QUESTION E

Proposed Bond Bill

Community College Facilities Bonds

Charter Referendum

(CB-34-2018)

(Chapter 24)

Adopted

Proposed Bond Bill to enable the County to borrow money and issue bonds in an amount not exceeding \$81,187,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation or repair of Community College Facilities, as defined therein.

#### QUESTION F

Charter Amendment

Council Member Residency Requirement

(CB-35-2018) (DR-2)

(Chapter 9)

Adopted

Charter Amendment to provide a one-year residency requirement for Council Members and at-large Council Members, to provide that an at-large Council Member shall have been a qualified voter of Prince George's County for at least one year immediately preceding his or her primary election, and to provide that Council Members representing one of the nine Council districts shall have been a qualified voter of their respective Council district for at least one year immediately preceding his or her primary election.

#### QUESTION G

Charter Amendment

Nondiscrimination - County Personnel and Contracting

(CB-36-2018)

(Chapter 10)

Adopted

Charter Amendment to provide an individual right to nondiscrimination, to provide for nondiscrimination in employment of a contractor doing business with the County, and to provide for nondiscrimination in the County personnel system all based on marital status, familial status, disability, age and sexual orientation.

#### QUESTION H

Charter Amendment

County Council Member Full-Time Position

(CB-38-2018)

(Chapter 11)

Adopted

Charter Amendment to provide that membership on the Council shall be considered a full-time position for the purpose of determining compensation.

#### QUESTION I

Charter Amendment

County Auditor - Appointment,

Responsibilities and Authority

(CB-39-2018)

(Chapter 12)

Adopted

Charter Amendment to provide that the County Auditor be appointed and serve a five-year term, which may be renewed for additional five-year terms, subject to removal for cause, to remain until a successor is appointed and qualifies, to provide that selected agencies that receive or disburse County funds will receive a complete financial audit for the preceding fiscal year; and to provide that the County Auditor be empowered to conduct investigations related to fraud, waste and abuse by the County Executive, Council Members or other County officials and employees.

#### QUESTION J

Charter Amendment

County Personnel - Temporary Appointment

(CB-40-2018)

(Chapter 13)

Adopted

Charter Amendment to provide that an individual may be temporarily appointed to fill a vacancy, no more than one year, without an intervening permanent appointment.

#### QUESTION K

Charter Amendment

Charter Review Commission - Length of Term

(CB-41-2018)

(Chapter 14)

Adopted

Charter Amendment to provide for the establishment of a Charter Review Commission, not later than one year prior to the beginning of each fourth year of a term, for the purpose of undertaking a comprehensive study of the Charter and to provide that the Charter Review Commission shall commence its work at the discretion of the Chair of the Commission.

## TABLE OF CONTENTS

Chapter 1 *	To clarify certain benefits under the Length of Service Award Program for surviving spouses.
Chapter 2	To administratively codify determinations of the Compensation Review Board, in accordance with procedures set forth in the Charter and in compliance with State law, including the Compensation Review Board's recommendations to amend the compensation of the County Executive and County Council Members, including the Chair and Vice Chair of the County Council; making certain references to State law; and generally relating to the compensation of elected officials.
Chapter 3 *	To amend the qualifications for swimming pool lifeguards in Prince George's County.
Chapter 4 *	To relocate a food truck hub designated area.
Chapter 5	To approve the Prince George's County portion of the Maryland-National Capital Park and Planning Commission budget and making appropriations and levying certain taxes for Fiscal Year 2019 for the Maryland-National Capital Park and Planning Commission, pursuant to the provisions of the Land Use Article of the Annotated Code of Maryland, as amended ("Land Use Article").
Chapter 6 *	To make appropriations for the support of the County government and for the Prince George's Community College and for the schools, institutions, departments, offices, boards, commissions, and agencies of Prince George's County, and for other purposes, for the fiscal year beginning July 1, 2018, and ending June 30, 2019; adopting the current expense budget, the capital improvement program, and the capital budget prepared according to the Charter of Prince George's County and submitted by the County Executive to the County Council
Chapter 7	To amend the procedural requirements in the Zoning Ordinance for Class 3 Fill Special Exceptions and permit renewals.
Chapter 8	To amend the procedural requirements in the Zoning Ordinance for property owner requests to amend, subject to certain specified criteria, within an approved D-D-O (Development District Overlay) Zone in Prince George's County, Maryland.
Chapter 9	To amend Section 307 of the Charter of Prince George's County to require that an at-large Council Member shall have been a qualified voter of Prince George's County for at least one year immediately preceding his or her primary election; and Council Members representing one of the nine Council districts shall have been a qualified voter of their respective Council district for at least one year immediately preceding his or her primary election.
Chapter 10	To amend Sections 201, 604 and 901 of the Charter of Prince George's County to provide for an individual right to nondiscrimination, to provide for nondiscrimination in employment of a contractor doing business with the County, and to provide for nondiscrimination in the County personnel system all based on marital status, familial status, disability, age and sexual orientation.

Chapter 11	To amend Section 308 of the Charter of Prince George's County to provide that membership on the Council shall be considered a full-time position for the purpose of determining compensation.
Chapter 12	To amend Section 313 of the Charter of Prince George's County to provide for the appointment of the County Auditor, to provide that selected agencies that receive or disburse County funds will receive a complete financial audit for the preceding fiscal year; and provide that the County Auditor be empowered to conduct investigations related to fraud, waste and abuse by the County Executive, Council Members or other County officials and employees.
Chapter 13	To amend Section 505 of the Charter of Prince George's County to provide that an individual may be temporarily appointed to fill a vacancy, no more than one year, without an intervening permanent appointment.
Chapter 14	To amend Section 1106 of the Charter of Prince George's County to provide for the establishment of a Charter Review Commission, not later than one year prior to the beginning of each fourth year of a term, to undertake a comprehensive study of the Charter and to provide that the Charter Review Commission shall commence its work at the discretion of the Chair.
Chapter 15	To extend the time for abrogation of certain provisions of Section 27-547(b) of the Zoning Ordinance concerning the M-X-T Zone.
Chapter 16 *	To declare additional revenue and appropriating to the General Fund to provide for costs that were not anticipated and included in the Approved Fiscal Year 2018 Budget, and transferring surplus appropriation between various agencies, and providing an appropriation adjustment to the Internal Service Fund.
Chapter 17 *	To provide supplementary appropriations in the approved Fiscal Year 2018 Capital Budget to the Contingency Appropriation Fund, Clean Water Partnership NPDES/MS4 Project, Fairmont Heights High School Replacement, Major Repairs, Secondary School Reform, Kitchen and Food Services, Tulip Grove ES Replacement, C. Elizabeth Reig ES Renovation, Bowie HS Annex Limited Renovation, Stephen Decatur MS SEI Renovation, Parking Lot/Driveways, Security Upgrades and ADA Upgrade projects; decreasing appropriations to the Contingency Appropriation Fund project, Systemic Replacement 2, Suitland High School Complex, Land Acquisition, Planning Approval, Code Corrections and Central Garage/Transportation Department Improvement Projects; and amending the Approved Fiscal Year 2018 - 2023 Capital Improvement Program with regard to expenditures and financing beyond the budget year.
Chapter 18	To clarify and expressly provide that hotels, motels and gas stations are commercial establishments subject to the County recycling program; providing specifications for recycling containers; expanding reasonable access to the County recycling program; providing for the update of commercial recycling plans; enhancing the education of commercial recycling and County government recycling; and generally regarding recycling, food scrap composting, and solid waste disposal.

Chapter 19	To establish the Commercial Property Assessed Clean Energy Program (C-PACE) to allow commercial property owners to access financing for qualifying energy efficiency and clean energy improvements for their buildings through loans from participating lenders.
Chapter 20 *	To authorize Prince George's County, Maryland, to borrow money upon its full faith and credit at any time and from time to time, in an aggregate principal amount not exceeding \$148,287,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Public Works and Transportation Facilities, including the acquisition of sites therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued and sold and other incidental details with respect thereto; providing generally for the issuance of such bonds and providing for such borrowing to be submitted to a referendum of the legal voters of the County.
Chapter 21 *	To authorize Prince George's County, Maryland, to borrow money upon its full faith and credit at any time and from time to time, in an aggregate principal amount not exceeding \$16,796,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Library Facilities including the acquisition of sites therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued and sold and other incidental details with respect thereto; providing generally for the issuance of such bonds and providing for such borrowing to be submitted to a referendum of the legal voters of the County.
Chapter 22 *	To authorize Prince George's County, Maryland, to borrow money upon its full faith and credit at any time and from time to time, in an aggregate principal amount not exceeding \$56,053,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Public Safety Facilities (including Fire Department Facilities), including the acquisition of sites therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued and sold and other incidental details with respect thereto; providing generally for the issuance of such bonds and providing for such borrowing to be submitted to a referendum of the legal voters of the County.
Chapter 23 *	To authorize Prince George's County, Maryland, to borrow money upon its full faith and credit at any time and from time to time, in an aggregate principal amount not exceeding \$97,564,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of County Buildings including the acquisition of sites therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued and sold and other incidental details with respect thereto; providing generally for the issuance of such bonds and providing for such borrowing to be submitted to a referendum of the legal voters of the County.

Chapter 24 *	To authorize Prince George's County, Maryland, to borrow money upon its full faith and credit at any time and from time to time, in an aggregate principal amount not exceeding \$81,187,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Community College Facilities, including the acquisition of sites therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued and sold and other incidental details with respect thereto; providing generally for the issuance of such bonds and providing for such borrowing to be submitted to a referendum of the legal voters of the County.
Chapter 25	To provide for the issuance and sale of Special Obligation Bonds for the Westphalia Town Center Development District and Westphalia Town Center Special Taxing District.
Chapter 26	To clarify that fees relating to licenses and permits for secondhand dealers shall be exempt from the requirements of Section 813 of the County Charter, and generally relating to secondhand dealers.
Chapter 27	To amend the Zoning Ordinance to authorize the administrative approval of certain limited, minor revisions and limited departures from design standard requirements for specific design plans by the Planning Director.
Chapter 28	To amend the residential table of uses in the Zoning Ordinance to permit certain residential townhouse dwelling unit uses within the R-R (Rural Residential) Zones of Prince George's County, subject to specified circumstances.
Chapter 29	To permit concrete recycling facility uses in the I-2 (Heavy Industrial) Zones of Prince George's County, under certain specified circumstances.
Chapter 30	To permit concrete batching or cement mixing plant uses in the I-2 (Heavy Industrial) Zones of Prince George's County, under certain specified circumstances.
Chapter 31	To permit certain Vehicle, mobile home, or camping trailer sales lots in the C-M (Commercial Miscellaneous) Zones of Prince George's County, subject to specified development requirements.
Chapter 32	To amend the commercial table of uses in the Zoning Ordinance to permit food and beverage store uses in combination with gas station uses in the C-O (Commercial Office) Zones of Prince George's County, under certain specified circumstances.
Chapter 33 *	To amend provisions of the Personnel Law relating to salary policy, adjustments and rates to provide flexibility to ensure salary equity among employees who perform similar work.
Chapter 34 *	To provide for sidewalks and general construction standards; provide for sidewalk construction standards; providing for keeping sidewalks open during construction; and generally regarding sidewalks.
Chapter 35	To amend, without substantive change, the policy and strategies of certain County Regional Transit Districts and Local Centers to provide financial assistance and other tools to promote the development of higher-density housing in transit-oriented and mixed-use communities, consistent with current County Policies and Strategies approved in the 2014 General Plan for

	the County, Plan Prince George's 2035, to meet qualifying statutory criteria for an exemption from payment of the School Facilities Surcharge enacted by the Maryland General Assembly for certain multifamily dwelling units, or multifamily dwelling units or apartments created through the conversion of vacant office buildings.
Chapter 36	To add and define the term Short-Term Rentals and its permitted uses in the Zoning Ordinance; and generally regarding Short-Term Rentals.
Chapter 37	To replace the Zoning Ordinance of Prince George's County, being also and the same Subtitle 27 of the County Code, with a new Zoning Ordinance.
Chapter 38	To establish procedures to reclassify all real property in the Planning Areas of Prince George's County, Maryland through the comprehensive amendment of the Zoning Map.
Chapter 39	To amend the definition of "Transit Oriented Development Project, Expedited" in the Zoning Ordinance.
Chapter 40	To permit a hospital and/or health campus previously located on County-owned property in the R-R (Rural Residential) Zone without the requirement for a special exception, under certain circumstances.
Chapter 41	To permit certain mixed-use development in the R-18 (Multifamily Medium Density Residential) and R-55 (One-Family Detached Residential) Zones in Prince George's County, under certain specified circumstances.
Chapter 42	To temporarily extend the validity periods of all approved applications for Detailed Site Plans and Specific Design Plans that were in a valid status of January 1, 2018.
Chapter 43	To permit the expansion of an animal hospital, veterinary office in the R-80 Zone, under certain circumstances.
Chapter 44	To permit certain institutional and residential uses in the I-1 (Light Industrial) Zone, under certain circumstances.
Chapter 45	To permit townhouses in the R-R (Rural Residential) Zone, under certain circumstances.
Chapter 46	To permit townhouses in the R-80 (One-Family Detached Residential) Zone, under certain circumstances.
Chapter 47	To replace the Landscape Manual of Prince George's County, being also and the same Subtitle 27 of the County Code, with a new Landscape Manual.
Chapter 48	To clarify the regulations applicable to certain Townhouse uses in the R-R (Rural Residential) and C-S-C (Commercial Shopping Center) Zones, Prince George's County, under certain specified circumstances.
Chapter 49	To permit vehicle, mobile home or camping trailer repair and service station uses, including minor incidental sales of vehicles, within the C-M (Commercial Miscellaneous) Zones of Prince George's County, under certain circumstances.
Chapter 50	To amend the definition of the use, 'Business Advancement and Food Access Infill' and the respective development regulations applicable to said use within the Zoning Ordinance.
Chapter 51	To amend the commercial table of uses in the Zoning Ordinance to permit food or beverage store uses in combination with gas station uses in the C-O (Commercial Office) Zones of Prince George's County, under certain

	specified circumstances.	
Chapter 52	To amend the Zoning Ordinance to include reasonable parameters as to hours of operation as a criterion for approval of Special Exceptions for Tobacco Shops, Electronic Cigarette Shop, or Retail Tobacco Shop uses in furtherance of the public safety, health, and welfare of the citizens and residents of Prince George's County.	
Chapter 53	To provide certain alternate development regulations for townhouse units in the M-X-T (Mixed Use-Transportation Oriented) Zone.	
Chapter 54	To permit limited Class 3 fill uses as a method of reclaiming former surface mining properties for public use in the R-A (Residential-Agricultural) Zone, under certain circumstances.	
Chapter 55	To permit, without the requirement for a special exception, limited Class 3 fill uses as a method of reclaiming former sand and gravel mining properties for public use in the R-A (Residential-Agricultural) Zone, under certain circumstances.	
Chapter 56	To amend the minimum off-street parking requirements to provide specific parking requirements for amusement center, or recreational establishment of a commercial nature, uses in Prince George's County.	
Chapter 57	To allow certain alterations, enlargement, or extensions to certified nonconforming buildings, structures, and uses under certain circumstances without the requirement of a special exception.	
Chapter 58	To permit certain multifamily, two-over-two, and townhouse residential uses, as well as certain mixed-use development in the C-O (Commercial Office) and C-S-C (Commercial Shopping Center) Zones of Prince George's County, under specified circumstances.	
Chapter 59	To amend the procedures in the Zoning Ordinance governing legislative amendments to the local zoning laws by the District Council.	
Chapter 60	To permit the development of certain single-family detached, single-family attached, and townhouse residential uses within the O-S (Open Space) Zones of Prince George's County, under specified circumstances.	
Chapter 61	To permit certification of certain Outdoor Advertising Signs ("Billboards") as nonconforming uses, under certain circumstances.	
Chapter 62 *	To provide for adequate care; to provide for adequate shelter; to provide for cruelty to animals; to provide that there is no adequate shelter under certain conditions, during certain hours, during certain weather temperatures and weather conditions; to provide the definition of companion animals; to provide for the manner in keeping animals; to provide for civil and criminal violations and penalties; and generally regarding animal welfare.	
Chapter 63	To authorize the issuance and sale of special obligation bonds for the Karington Development District and the Karington Special Taxing District.	
Chapter 64 *	To amend the labor agreement by and between Prince George's County, Maryland and the International Association of Fire Fighters, AFL-CIO, Local 1619 (Fire Fighters, Paramedics and Fire Fighter/Medics), to provide for wages and certain other terms and conditions of employment for personnel classifications initially certified by the Prince George's County Public Employee Relations Board.	

Chapter 65 *	To define certain terms; to require valid road construction permits; to provide requirements for road construction permits; to regard the submittal and approval of plans; to provide the regulation of utility permits; to provide for inspection and notice; to provide for general construction requirements for roads; and generally relating to highway and street construction.
Chapter 66	To supplement the County noise policy; to define certain terms; to provide generally for noise levels; to provide for noise levels for construction; to provide for waivers; to provide for exceptions; to provide for enforcement and penalties; and to provide for certain civil citations; and generally regarding noise control.
Chapter 67 *	To establish an Environmental Crimes Unit; providing the purpose and intent of the Environmental Crimes Unit; defining certain terms; providing for the organization of the Environmental Crimes Unit; providing for a certain Memorandum of Understanding; providing for site assessment and prioritization; providing for operations; providing for education and outreach; providing for representation; providing for certain reporting; referencing the litter and illegal dumping laws of the County; and generally regarding litter, illegal dumping.
Chapter 68 *	To increase fines for the unlawful selling of goods in the public right-of-way; and generally regarding the public right of way.
Chapter 69	To temporarily extend the validity periods of approved applications for Preliminary Plans of Subdivision in a valid status as of January 1, 2018.
Chapter 70 *	To authorize and empower Prince George's County, Maryland to issue and sell an amount not to exceed Three Hundred Ninety-Five Million, One Hundred Seventy-Four Thousand (\$395,174,000) in aggregate principal amount of general obligation and stormwater management bonds.
Chapter 71	To establish the homestead property tax credit for the County property tax for the taxable year beginning July 1, 2019.
Chapter 72 *	To approve the labor agreement by and between Prince George's County, Maryland and the Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units), to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.
Chapter 73 *	To approve the labor agreement by and between Prince George's County, Maryland and the Fraternal Order of Police, Prince George's County Lodge 89, Inc., to provide for wages and certain other terms and conditions of employment for personnel classifications initially certified by the Prince George's County Public Employee Relations Board.
Chapter 74 *	To amend the labor agreement by and between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliated Local 241 to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.
Chapter 75 *	To amend the labor agreement by and between Prince George's County, Maryland and the Fraternal Order of Police 112, Prince George's County

	Sheriffs Lodge Inc., to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.
Chapter 76 *	To approve the labor agreement by and between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliated Locals 2462, 2735, 3389 and 1170 to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.
Chapter 77 *	To approve the labor agreement by and between Prince George's County, Maryland and the Prince George's County Police Civilian Employees Association to provide for wages and certain other terms and conditions of employment for personnel classifications initially certified by the Prince George's County Public Employee Relations Board.
Chapter 78 *	To approve the labor agreement by and between Prince George's County, Maryland and the Prince George's Correctional Officers' Association, Inc. (PGCOA) (Correctional Officers) to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.
Chapter 79 *	To approve the labor agreement by and between Prince George's County, Maryland and the Prince George's Correctional Officers' Association, Inc. (PGCOA) (Civilian Unit) to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.
Chapter 80	To permit the Planning Board to approve private roads and alleys in the C-M (Commercial Miscellaneous), C-S-C (Commercial Shopping Center), C-O (Commercial Office), I-3 (Planned Industrial/Employment Park), R-55 (One-Family Detached Residential), R-R (Rural Residential), and R-T (Residential Townhouse) Zones of Prince George's County, under certain specified circumstances.
Chapter 81	To approve of preliminary plan applications and the procedures for consideration of amendments to the Subdivision Regulations of Prince George's County.
Chapter 82 *	To establish the compensation of members of the Nuisance Abatement Board and generally relating to the Nuisance Abatement Board.
Chapter 83 *	To increase residential parking fines, and generally relating to residential parking.
Chapter 84 *	To establish permitting and licensing requirements, fees and applicable standards for short-term rentals and generally related to short-term rentals.
Chapter 85	To replace the Subdivision Regulations of Prince George's County, being the same Subtitle 24 of the County Code, with new Subdivision Regulations.
Chapter 86	To establish a Fair Election Fund to provide public campaign financing for a candidate for a County elective office; to regulate certain campaign finance activity of a candidate for County elective office who voluntarily accepts public campaign financing; to authorize the Maryland State Board of Elections to administer and enforce the public campaign financing system;

	and to provide for penalties for violations of the public campaign financing system.	
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**PRINCE GEORGE'S COUNTY**

**LAWS OF 2018**

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-1-2018

Chapter No. 1

Proposed and Presented by Council Member Lehman

Introduced by Council Members Glaros, Harrison, Davis, Turner,

Co-Sponsors Taveras, Franklin, Patterson and Toles

Date of Introduction February 20, 2018

**BILL**

1 AN ACT concerning

2 Length of Service Award Program

3 For the purpose of clarifying certain benefits under the Length of Service Award Program for  
4 surviving spouses.

5 BY repealing and reenacting with amendments:

6 SUBTITLE 11. FIRE SAFETY.

7 Section 11-328,

8 The Prince George's County Code

9 (2015 Edition; 2017 Supplement).

10 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
11 Maryland, that Section 11-328 of the Prince George's County Code be and the same is hereby  
12 repealed and reenacted with the following amendments:

13 SUBTITLE 11. FIRE SAFETY.

14 DIVISION 6. VOLUNTEER FIRE COMPANIES.

15 Sec. 11-328. Length of Service Award Program.

16 \* \* \* \* \*

17 (c) Benefits.

18 \* \* \* \* \*

19 (7) (A) In the event that any qualified volunteer shall die while receiving benefits, then  
20 his or her surviving spouse is entitled to benefits equal to fifty percent (50%) of the volunteer's  
21 benefits. These benefits shall terminate upon death or remarriage of the spouse.

1 (B) In the event that a qualified volunteer dies prior to receiving any benefits under  
 2 this Section, his or her surviving spouse is entitled to benefits equal to fifty percent (50%) of  
 3 the benefits earned by the deceased volunteer. These benefits shall terminate upon death or  
 4 remarriage of the spouse. A qualified volunteer is defined as one who has completed twenty-  
 5 five (25) years of certified service, or is qualified to receive benefits under this Act.

6 (C) Any surviving spouse receiving benefits pursuant to Subsection (c)(1) on June  
 7 30, 1987, shall be entitled to One Hundred Dollars (\$100.00) per month effective January 1,  
 8 1992. Effective July 1, 2000, any surviving spouse receiving benefits pursuant to Subsection  
 9 (c)(1) on July 1, 2000, shall be entitled to One Hundred Twenty-five Dollars (\$125.00) per  
 10 month. Effective July 1, 2014, and thereafter, any surviving spouse receiving benefits pursuant  
 11 to Subsection (c)(1) shall be entitled to a minimum of Two Hundred Fifty Dollars (\$250.00)  
 12 per month.

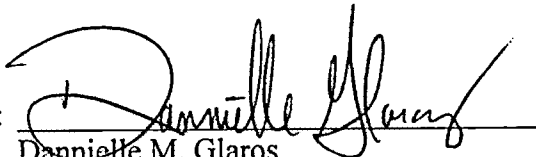
13 \* \* \* \* \*

14 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
 15 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
 16 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
 17 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
 18 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
 19 Act, since the same would have been enacted without the incorporation in this Act of any such  
 20 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
 21 or section.  
 22

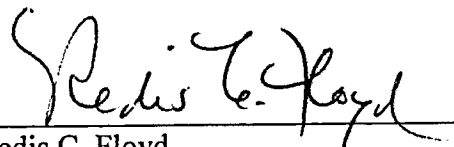
1 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
2 calendar days after it becomes law.

Adopted this 13<sup>th</sup> day of March, 2018.

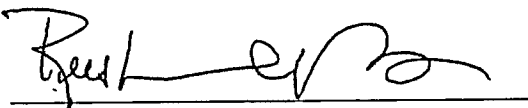
COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:   
Dannielle M. Glaros  
Chair

ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: March 27, 2018 BY:   
Rushern L. Baker, III  
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.



# Prince George's County Council

## Agenda Item Summary

**Meeting Date:** 3/13/2018

**Effective Date:** 5/14/2018

**Reference No.:** CB-001-2018

**Chapter Number:** 1

**Draft No.:** 1

**Public Hearing Date:** 3/13/2018 @ 11:30 a.m.

**Proposer(s):** Lehman

**Sponsor(s):** Lehman, Glaros, Harrison, Davis, Turner, Taveras, Franklin, Patterson and Toles

**Item Title:** AN ACT CONCERNING LENGTH OF SERVICE AWARD PROGRAM for the purpose of clarifying certain benefits under the Length of Service Award Program for surviving spouses.

**Drafter:** Colette Gresham, Legislative Officer

**Resource Personnel:** Bridget E. Warren, Chief of Staff/Legislative Aide, District 1

### LEGISLATIVE HISTORY:

Date:	Acting Body:	Action:	Sent To:
01/23/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by Council Member Lehman and referred to the Public Safety and Fiscal Management Committee		
02/08/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> This Council Bill was Favorably recommended to the County Council  Aye: 5 Davis, Taveras, Turner, Lehman and Patterson		
02/20/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Harrison, Davis, Glaros, Turner, Taveras, Franklin, Patterson and Toles		
03/13/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Bill		
03/13/2018	County Council	enacted	
	<b>Action Text:</b> A motion was made by Council Member Lehman, seconded by Council Member Toles, that this Council Bill be enacted. The motion carried by the following vote:  Aye: 8 Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		

Absent: 1 Glaros

03/27/2018 County Executive signed

**Action Text:**

This Council Bill was signed

---

**AFFECTED CODE SECTIONS:**

11-328

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

In 1974 the County created the Length of Service Award Program ("LOSAP") to provide benefit payments which included survivor annuities and lump sum death benefits for volunteers and surviving spouses. The Council enacted CB-22-2014 on October 21, 2014, which increased the LOSAP benefits for volunteers and surviving spouses. Effective July 1, 2014, a surviving spouse receiving benefits would be entitled to receive \$250 per month. In addition, the Code provides that the surviving spouse is entitled to benefits equal to 50% of the volunteer's benefits. The proposed legislation clarifies that the surviving spouse shall be entitled to a minimum of \$250 per month so that the 50% applies when the amount would be more than \$250.

---

**Document(s):** B2018001, CB-1-2018 AIS, CB-1-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-1-2018

**Draft No.:** 1

**Committee:** Public Safety and Fiscal Management

**Date:** 02/08/18

**Action:** FAV

---

**REPORT:** Favorable 5-0 (In Favor: Council Members Davis, Lehman, Patterson, Taveras, and Turner)

CB-1-2018 sponsored by Council Member Lehman, seeks to clarify certain benefits under the Length of Service Award Program (LOSAP) for surviving spouses. The LOSAP program was established in 1974 and provides benefit payments to certain volunteer fire company members and their surviving spouses. Under LOSAP, should a qualified volunteer member die while receiving benefits, then his or her surviving spouse is entitled to benefits equal to 50% of the volunteer's benefits which shall terminate upon death or remarriage of the spouse. In 2014, the County Council enacted CB-22-2014 which provided an increase in the surviving spouse monthly benefit to \$250 per month.

CB-1-2018 clarifies that the surviving spouse is entitled to a minimum of \$250 per month so that the 50% applies when the amount would be more than \$250.

During the meeting, Julian Tucker, Chairman of the County Fire Commission and William Cunningham, President, PGCVFRA expressed support for the proposed bill.

The Office of Audits and Investigations reports that CB-1-2018 could have an estimated fiscal impact of \$331,500 per year should the bill be enacted. This assumes all eligible beneficiaries receive the maximum benefit, based on the Volunteer member's twenty-five years of service.

After discussion, the Public Safety and Fiscal Management Committee reported CB-1-2018 out favorably, 5-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-3-2018

Chapter No. 3

Proposed and Presented by Council Member Davis

Introduced by Council Members Davis, Lehman, Turner, Franklin and Patterson

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

Date of Introduction March 6, 2018

**BILL**

1 AN ACT concerning

2 Swimming Pool Lifeguard Qualifications

3 For the purpose of amending the qualifications for swimming pool lifeguards in Prince George's  
4 County

5 BY repealing and reenacting with amendments:

6 SUBTITLE 5. BUSINESSES AND LICENSES.

7 Section 5-223

8 The Prince George's County Code

9 (2015 Edition; 2017 Supplement).

10 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
11 Maryland, that Section 5-223 of the Prince George's County Code be and the same is hereby  
12 repealed and reenacted with the following amendments:

13 SUBTITLE 5. BUSINESSES AND LICENSES.

14 DIVISION 17. SWIMMING POOLS AND PUBLIC SPAS.

15 SUBDIVISION 4. SUPERVISION.

16 **Sec. 5-223. Qualifications of lifeguards; certificates required.**

17 Public swimming pool lifeguards must be [sixteen (16)] fifteen (15) years of age or older,  
18 and hold a valid certificate approved by the County Health Officer. Lifeguard certificates  
19 required by this Section shall be available for presentation at all times.

20 \* \* \* \* \*

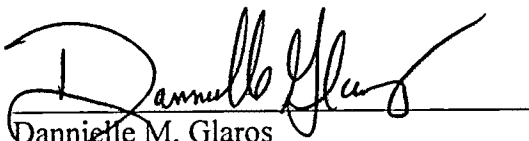
21 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby

1 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
 2 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
 3 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
 4 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
 5 Act, since the same would have been enacted without the incorporation in this Act of any such  
 6 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
 7 or section.

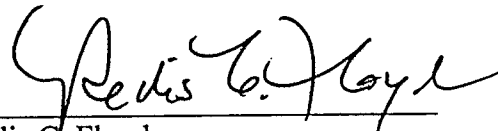
8 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
 9 calendar days after it becomes law.

Adopted this 27<sup>th</sup> day of March, 2018.

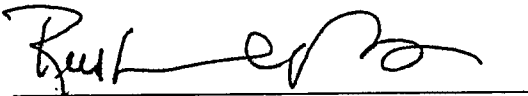
COUNTY COUNCIL OF PRINCE  
 GEORGE'S COUNTY, MARYLAND

BY:   
 Dannielle M. Glaros  
 Chair

ATTEST:

  
 Redis C. Floyd  
 Clerk of the Council

APPROVED:

DATE: April 17, 2018 BY:   
 Rushern L. Baker, III  
 County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.



# Prince George's County Council

## Agenda Item Summary

**Meeting Date:** 3/27/2018

**Effective Date:** 6/4/2018

**Reference No.:** CB-003-2018

**Chapter Number:**

**Draft No.:** 1

**Public Hearing Date:** 3/27/2018 @ 11:30 am

**Proposer(s):** Davis

**Sponsor(s):** Davis, Lehman, Turner, Franklin and Patterson

**Item Title:** AN ACT CONCERNING SWIMMING POOL LIFEGUARD QUALIFICATIONS  
for the purpose of amending the qualifications for swimming pool lifeguards in  
Prince George's County.

**Drafter:** Leroy D. Maddox, Legislative Officer

**Resource Personnel:** Nellvenia W. Johnson, Chief of Staff/Legislative Aide, District 6

### LEGISLATIVE HISTORY:

Date:	Acting Body:	Action:	Sent To:
01/30/2018	County Council	presented and referred	HEHS
	<b>Action Text:</b> This Council Bill was presented by Council Member Davis and referred to the Health, Education and Human Services Committee		
02/21/2018	HEHS	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Davis, seconded by Council Member Harrison, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 4 Lehman, Patterson, Harrison and Davis Absent: 1 Franklin		
03/06/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Davis, Lehman, Turner, Franklin and Patterson		
03/27/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		
03/27/2018	County Council	enacted	

**Action Text:**

A motion was made by Council Member Harrison, seconded by Vice Chair Turner, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 5 Glaros, Franklin, Harrison, Patterson and Turner

Absent: 4 Davis, Lehman, Taveras and Toles

04/17/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

05-223

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

The legislation will change the minimum age of public swimming pool lifeguards from sixteen (16) to fifteen (15) years of age or older, which is consistent with State law.

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**Document(s):** B2018003, CB-3-2018 AIS, CB-3-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-003-2018

**Draft No.:** 1

**Committee:** Health, Education and Human Services

**Date:** 2/21/2018

**Action:** Favorable

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### REPORT:

The Legislative Officer summarized the purpose of CB-03-2018 and written referral comments that were received. CB-03-2018 seeks to amend the qualifications for swimming pool lifeguards in Prince George's County to be in conformity with State Law. The Bill reduces the age of lifeguards from 16 to 15.

The Bill sponsor expressed that there is a shortage of lifeguards and reducing the age would address the concern and provide continuity with other neighboring jurisdictions regarding age requirements.

The Office of Audits and Investigations determined that if enacted CB-03-2018 should not have an adverse fiscal impact on the County. CB-03-2018 may provide minimal indirect impact as a result of the employment of individuals who are 15 years old complying with the requirements for qualifications as a lifeguard, who may not otherwise be employed if the proposed amendment were not passed.

The Department of Health provided written comments in support of the legislation.

The County Executive's representative indicated support of CB-03-2018.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-8-2018  
 Chapter No. 4  
 Proposed and Presented by Council Member Toles  
 Introduced by Council Members Toles, Harrison, Davis, Lehman, Glaros,  
Turner, Taveras and Franklin  
 Date of Introduction April 17, 2018

**BILL**

1 AN ACT concerning

2 Food Truck Hub Designated Area Relocation

3 For the purpose of relocating a food truck hub designated area.

4 BY repealing and reenacting with amendments:

5 Chapter 36 of the Prince George's County Code of  
 6 2015  
 7 Section 3  
 8 (2015 Edition; 2017 Supplement).

9 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 10 Maryland, that Chapter 36 of the Prince George's County Code of 2015, Section 3 be and the  
 11 same is hereby repealed and reenacted with the following amendments:

12 SECTION 3. BE IT FURTHER ENACTED that this Act will limit the number of Food Truck  
 13 Hub licenses to twelve (12) for the first year of implementation, which can be revisited after one-year  
 14 of operation to determine if additional Food Truck Hub venues need to be added within the County  
 15 per recommendation of the Food Truck Hub Oversight Committee to the County Council. Three of  
 16 the licenses are reserved for locations near metro stations at [Naylor Road,] Suitland[,] and New  
 17 Carrollton and the parking lot at the Shops at Iverson Mall to ensure that food truck hubs occur  
 18 throughout the County. Licenses shall not be allocated within one quarter mile of the entrance of  
 19 metro stations at Largo Town Center, Prince George's Plaza, Branch Avenue, and West Hyattsville.

20 \* \* \* \* \*

21 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
 22 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,

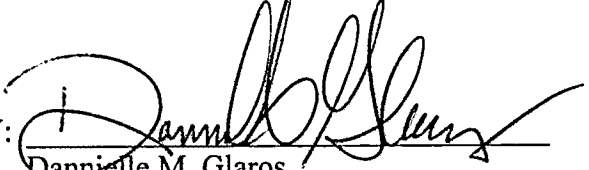
1 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
2 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
3 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
4 Act, since the same would have been enacted without the incorporation in this Act of any such  
5 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
6 or section.

7 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
8 calendar days after it becomes law.

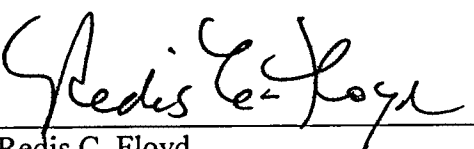
Adopted this 15<sup>th</sup> day of May, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

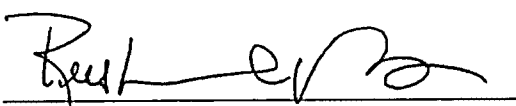
ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: May 25, 2018

BY:

  
Rushern L. Baker, III  
County Executive

KEY:

Underscore indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.



# Prince George's County Council

## Agenda Item Summary

**Meeting Date:** 5/15/2018

**Effective Date:** 7/10/2018

**Reference No.:** CB-008-2018

**Chapter Number:** 4

**Draft No.:** 1

**Public Hearing Date:** 5/15/2018 @ 10:00 a.m.

**Proposer(s):** Toles

**Sponsor(s):** Toles, Harrison, Davis, Lehman, Glaros, Turner, Taveras and Franklin

**Item Title:** AN ACT CONCERNING FOOD TRUCK HUB DESIGNATED AREA  
RELOCATION for the purpose of relocating a food truck hub designated area.

**Drafter:** Leroy Maddox, Legislative Officer

**Resource Personnel:** Pleshette Monroe, Chief of Staff/Legislative Aide, District 7

### LEGISLATIVE HISTORY:

Date:	Acting Body:	Action:	Sent To:
03/20/2018	County Council	presented and referred	PZED
	<b>Action Text:</b> This Council Bill was presented by Council Member Toles and referred to the Planning, Zoning and Economic Development Committee		
04/04/2018	PZED	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Toles, seconded by Council Member Glaros, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 3 Harrison, Glaros and Toles Absent: 2 Franklin and Patterson		
04/17/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Toles, Harrison, Davis, Glaros, Lehman, Turner, Franklin and Taveras		
05/15/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		
05/15/2018	County Council	enacted	
	<b>Action Text:</b> A motion was made by Council Member Lehman, seconded by Vice Chair Turner, that this Council Bill be enacted. The motion carried by the following vote:		

Aye: 7 Glaros, Davis, Harrison, Lehman, Patterson, Taveras and Turner

Absent: 2 Franklin and Toles

05/25/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

For the purpose of relocating a food truck hub designated area from Naylor Road Metro Station to the parking lot at the Shops at Iverson Mall.

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**Document(s):** B2018008, CB-8-2018 AIS, CB-8-2018 Report

**PRINCE GEORGE'S COUNTY COUNCIL**  
**COMMITTEE REPORT**  
**2018 Legislative Session**

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**Reference No.:** CB-8-2018  
**Draft No.:** 1  
**Committee:** PLANNING, ZONING AND ECONOMIC DEVELOPMENT  
**Date:** 04/04/2018  
**Action:** FAV

---

**REPORT:**

Committee Vote: Favorable, 3-0 (In favor: Council Members Harrison, Glaros, and Toles)

Council staff gave an overview of the purpose of the legislation. CB-8-2018 amends an uncodified section of CB-16-2015 concerning food truck hubs enacted by the County Council in October 2015. CB-8 provides for the relocation of a food truck hub designated area from Naylor Road Metro Station to the parking lot at the Shops at Iverson Mall.

Council Member Toles, the bill's sponsor, informed the Committee that she proposes the relocation of the designated area as an opportunity for a food truck hub to be a part of the revitalization occurring at Iverson Mall. Council Member Harrison concurred with Ms. Toles indicating that the relocation makes sense in light of the market in the Iverson Mall area.

The Legislative Officer commented that the change to the designated areas will be reflected in the Code as an Editor's Note since CB-8-2018 amends an uncodified section of the prior legislation. The County Executive's representative informed the Committee that the Executive is in support of the legislation.

The Committee voted favorable on CB-8-2018 as drafted.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-23-2018

Chapter No. 6

Proposed and Presented by Council Member Glaros

Introduced by Council Members Glaros, Toles, Harrison, Lehman, Davis, Turner.

Taveras, Franklin and Patterson

Date of Introduction May 24, 2018

**BILL**

1 AN ACT concerning

2 Fiscal Year 2019 Appropriations

3 For the purpose of making appropriations for the support of the County government and for the  
4 Prince George's Community College and for the schools, institutions, departments, offices,  
5 boards, commissions, and agencies of Prince George's County, and for other purposes, for the  
6 fiscal year beginning July 1, 2018, and ending June 30, 2019; adopting the current expense  
7 budget, the capital improvement program, and the capital budget prepared according to the  
8 Charter of Prince George's County and submitted by the County Executive to the County  
9 Council; appropriating the items of expense in said current expense budget; establishing rates of  
10 reimbursement for subsistence expenses for employees of the County; providing for the  
11 inclusion of all State, Federal and private grants received subsequent to adoption of the current  
12 expense budget; imposing the applicable income and special area tax rates under the public  
13 general laws and public local laws of Maryland; all to be known as the Annual Budget and  
14 Appropriation Ordinance of Prince George's County for Fiscal Year 2019.

15 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
16 Maryland, that subject to and in accordance with the authority of the Charter of Prince George's  
17 County, the public general laws and public local laws of Maryland relating to budget  
18 procedures, and pursuant to applicable local ordinances heretofore enacted, the several amounts  
19 specified in the current expense budget of Prince George's County and of the Board of  
20 Education of Prince George's County as submitted by the County Executive to the County  
21 Council on or before March 15, 2018, and incorporated in a document entitled "Proposed

1 Current Expense Budget Fiscal Year 2019", an authenticated copy of which is incorporated  
 2 herein by reference and made a part hereof as though it were set forth fully herein, is hereby  
 3 authorized and appropriated for the several purposes specified in the proposed budget document  
 4 under Function/Program/Agency/Activity, financial summary or function in the case of the  
 5 Board of Education, to pay salaries, wages, fees and all other current expenses for the Prince  
 6 George's Community College and for schools, institutions, departments, boards, commissions,  
 7 committees, offices and agencies in and of the said County and for the Board of Education. The  
 8 aforementioned budget is hereby adopted and approved, for the fiscal year beginning July 1,  
 9 2018 and ending June 30, 2019.

10 SECTION 2. The amount of reimbursement for expenses for subsistence incident to the  
 11 performance of official duties of officers or employees of the County shall be at the following  
 12 rates:

13 Meals will be reimbursed on the basis of actual costs including gratuities, with the  
 14 following limits, unless a greater amount is specifically authorized by the Chief Administrative  
 15 Officer for the Executive Branch or Council Administrator for the Legislative Branch on the  
 16 facts of each case:

17 a. Breakfast \$6.00

18 b. Lunch \$10.00

19 c. Dinner \$20.00

20 d. Conference meals are reimbursed at actual costs.

21 e. Mileage reimbursement for use of private vehicles for County business shall be set  
 22 at the Federal reimbursement rate set by the Internal Revenue Service (Federal  
 23 Calendar Year 2018) in effect as of July 1, 2018.

24 SECTION 3. FEDERAL, STATE AND PRIVATE GRANTS. All Federal, State and  
 25 private grants not included in the current expense budget of the County or any agency subject to  
 26 control of the County shall upon receipt be included as a part of the current expense budget of  
 27 the County or agency's budget for the year received, or for the term of the grant, whichever is of  
 28 greater duration, to be expended for the purpose set forth in the grant. Prior to the expenditure  
 29 of any monies therefrom the agency shall receive approval from the County Executive and  
 30 County Council. Any unexpended funds shall be included in the next annual budget.

31 SECTION 4. CAPITAL IMPROVEMENT PROGRAM. Subject to and in accordance

1 with the authority of the Charter of Prince George's County, the public general laws and public  
2 local laws of Maryland relating to budget procedures, the several capital improvement projects  
3 and amounts specified thereto, contained in the capital program and the capital budget of Prince  
4 George's County for the Prince George's Community College and for the various offices,  
5 departments, boards, commissions, institutions, corporations and agencies, excluding the  
6 Washington Suburban Sanitary Commission, as submitted by the County Executive to the  
7 County Council on or before March 15, 2018, and subsequently amended by the County  
8 Executive, and incorporated in a document entitled "Fiscal Years 2019 - 2024 Capital  
9 Improvement Program - Fiscal Year 2019 Capital Budget", an authenticated copy of which is  
10 incorporated herein by reference and made a part hereof as though it were fully set forth herein,  
11 is hereby adopted and approved. The capital budget hereby adopted constitutes the total  
12 appropriation for projects that are scheduled for implementation in Fiscal Year 2019 and those  
13 projects previously authorized. Inclusion of any project in the Capital Improvement Program,  
14 with all funding shown in the category "Beyond Six Years", shall mean that this project is not  
15 "programmed" for the purpose of evaluating the adequacy of public facilities in accordance with  
16 the subdivision regulations and the Zoning Ordinance. The County expects that certain costs of  
17 the approved Capital Projects will be paid before the date of issuance of bonds (or other  
18 obligations of the County to be issued after the date of adoption of this Act) from a source of  
19 funds other than a County borrowing (each, a "Prior Expenditure" and collectively, the "Prior  
20 Expenditures"). The County hereby declares, in accordance with Section 1.150-2 of the Income  
21 Tax Regulations, its intention to use a portion of the proceeds of bonds (or other obligations of  
22 the County to be issued after the date of adoption of this Act) to reimburse itself for Prior  
23 Expenditures paid no earlier than 60 days before the date of adoption of this Act. In accordance  
24 with Section 1.150-2 of the Income Tax Regulations, the maximum principal amount of  
25 obligations expected to be issued for the approved Capital Projects is set forth in the respective  
26 Funding Schedules in the Capital Improvement Program. The County recognizes that, under  
27 Section 1.150-2 of the Income Tax Regulations, the use of proceeds of bonds to reimburse the  
28 County for a Prior Expenditure (other than certain de minimis or preliminary expenditures  
29 described in Section 1.150-2(f) of the Income Tax Regulations) generally will be permitted only  
30 to the extent that: (i) the Prior Expenditure constitutes a capital expenditure for federal income  
31 tax purposes; (ii) the Prior Expenditure was paid not earlier than 60 days before the date of

adoption of this Act; and (iii) the allocation of proceeds of the bonds to such reimbursement is made not later than 18 months after the later of (a) the date the Prior Expenditure was paid, or (b) the date the applicable approved Capital Project is placed in service or abandoned, but in no event more than three years after the Prior Expenditure was paid.

SECTION 5. COUNTY ENERGY TAX. Pursuant to the County taxing authority conferred by way of public local laws enacted by the Maryland General Assembly, codified at Section 10-205.01(i)(2) of the Prince George's County Code, 2015 Edition, 2017 Supplement, as amended, the following Energy Tax Rates are hereby established, via action upon and approval of this Act by the County Council, for energy bills rendered on or after July 1, 2018:

<u>TYPE OF ENERGY</u>	<u>RATE</u>
Electricity	\$0.009900 per Kilowatt Hour
Natural Gas	\$0.084949 per Therm
Fuel Oil	\$0.200849 per Gallon
Propane	\$0.212657 per Gallon

SECTION 6. COUNTY INCOME TAX. Pursuant to Section 10-106, Tax - General Article, Annotated Code of Maryland, as amended, which requires each County to set a county income tax rate equal to at least one percent (1%) but not more than three and two tenths percent (3.2%) of an individual's Maryland taxable income, the County Council has set in CR-22-2008, adopted on May 20, 2008, a County income tax rate of three and two tenths percent (3.2%) of an individual's Maryland taxable income tax for the calendar years beginning January 1, 2009.

SECTION 7. EMERGENCY TRANSPORTATION FEE. Pursuant to Section 11-346 of the Prince George's County Code, which requires that the fee for emergency transportation be established in the Annual Budget and Appropriation Ordinance and pursuant to Section 11-347 which requires that revenues from the fees imposed for emergency transportation by the County shall be used for operation and capital expenses related to emergency transportation, the following emergency transportation fees are hereby set for emergency transportation services rendered on or after July 1, 2018:

<u>TYPE OF EMERGENCY</u>	<u>FEE</u>
<u>TRANSPORTATION SERVICE</u>	
Basic Life Support	\$500.00
Advanced Life Support 1	\$650.00

Advanced Life Support 2	\$750.00
Mileage fee	\$5.00 per mile

SECTION 8. AMENDMENTS TO THE CURRENT EXPENSE BUDGET, THE CAPITAL PROGRAM, AND THE CAPITAL BUDGET. The proposed current expense budget of Prince George's County and of the Board of Education, referred to above in Section 1 of this Act, and the Capital Improvement Program and Capital Budget referred to in Section 4 above, are hereby amended as set forth in Exhibits 1, 2, 3, and 4 attached hereto and made a part hereof:

The amount of the revenue estimates in the current expense budget for all funds as submitted by the County Executive as set forth in the Proposed Budget, Fiscal Year 2019 is hereby set at the sum of \$4,102,520,100 in accordance with the revenue schedule on the ensuing pages.

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
REVENUE

REVENUE ITEM	PROPOSED FY 2019	COUNCIL APPROVED FY 2019
PROPERTY TAXES	\$ 874,414,700	\$ 874,414,700
(Including Personal Property Taxes)		
BOARD of EDUCATION – Tax Increase	39,517,500	39,517,500
INCOME TAXES	629,301,300	634,619,900
TRANSFER & RECORDATION TAXES	179,363,400	179,363,400
OTHER LOCAL TAXES	132,319,200	132,319,200
STATE SHARED TAXES	3,429,000	3,429,000
LICENSES & PERMITS	57,742,900	58,742,900
USE OF MONEY & PROPERTY	3,062,200	3,062,200
CHARGES FOR SERVICES	49,693,800	49,693,800
INTERGOVERNMENTAL REVENUES	36,859,700	36,059,700
MISCELLANEOUS REVENUES	19,004,000	19,004,000
OTHER FINANCING SOURCES	30,081,000	33,681,000
BOARD OF EDUCATION AID	1,284,169,100	1,284,169,100
COMMUNITY COLLEGE AID	75,165,100	75,165,100
LIBRARY AID	<u>8,724,600</u>	<u>8,724,600</u>
TOTAL GENERAL FUND	\$ 3,422,847,500	\$ 3,431,966,100
INTERNAL SERVICE FUNDS	47,189,400	47,189,400
ENTERPRISE FUNDS	219,257,200	219,257,200
SPECIAL REVENUE FUNDS	199,756,900	202,256,900
GRANT PROGRAMS	<u>202,453,600</u>	<u>201,850,500</u>
TOTAL ALL FUNDS	<u>\$ 4,091,504,600</u>	<u>\$ 4,102,520,100</u>

The following amendments to the revenue estimates in the FY 2019 current expense budget were made and submitted by the County Executive and are reflected in amendments made by the State of Maryland or are a result of adjustments made by the County Council.

#### GENERAL FUND

##### Income Taxes

Increase revenue by \$5,318,600 to reflect revised projections based on current collections as a result of adjustments made by the County Executive on May 21, 2018.

##### Licenses and Permits

Increase revenue by \$1,000,000 to reflect revised projections for Table Game revenues as a result of adjustments made by the County Executive on May 21, 2018.

##### Intergovernmental Revenues

Decrease revenue by \$800,000 related to a reduction in Maryland-National Capital Park and Planning project charges for the Memorial Library System as a result of adjustments made by the County Executive on May 21, 2018.

##### Other Financing Sources

Increase revenue by \$3,600,000 to reflect an increase in the use of fund balance for the Housing Investment Trust Fund (\$2,500,000), the National Harbor Public Safety Building (\$1,000,000), and a grant to the Town of Eagle Harbor (\$100,000) as a result of adjustments made by the County Executive on May 21, 2018.

SUBTOTAL GENERAL FUNDS – (\$9,118,600)

#### SPECIAL REVENUE FUND

Increase revenue by \$2,500,000 in the Housing Investment Trust Special Revenue Fund from available fund balance as a result of adjustments made by the County Executive on May 21, 2018.

SUBTOTAL SPECIAL REVENUE FUNDS – (\$2,500,000)

#### GRANTS

Net decrease in grant revenue by \$603,100 due to changes to the Circuit Court, Department of the Environment, Department of Housing and Community Development, and the Health Department, offset by an additional anticipated grant award to the Police Department, and changes in the Office of Homeland Security to reflect the consolidation of several Urban Areas Security Initiative grant programs into the Regional Emergency Preparedness Grant, as a result

1 of adjustments made by the County Executive on May 21, 2018.

2 SUBTOTAL GRANTS – (-\$603,100)

3 TOTAL ALL FUNDS - (\$11,015,500)

4 SECTION 9. TRANSFER TAX. Pursuant to Section 10-187(e) of the Prince George's  
5 County Code, all transfer tax revenue collected by Prince George's County in Fiscal Year 2019  
6 shall be used for funding the Instructional Salaries, Instructional Materials and Related Costs,  
7 Special Education, and Fixed Charges Categories of the Board of Education approved Fiscal  
8 Year 2019 Budget.

9 SECTION 10. BE IT FURTHER ENACTED that, notwithstanding the provisions of  
10 Section 10-261 of the Prince George's County Code, the County Executive may identify  
11 vehicles forfeited to the County, which vehicles may be sold with the proceeds thereof  
12 benefiting local charitable organizations.

13 SECTION 11. BE IT FURTHER ENACTED that it is the intent of the County Council in  
14 enacting the Capital Improvement Program pertaining to the Watershed Implementation Plan  
15 (WIP II) that the following conditions shall attach and apply to the project:

16 A. Department of the Environment's present plans require that 22% of the stormwater  
17 retrofits utilize Environmental Site Design (ESD), pursuant to Chapter 5 of the 2009  
18 Maryland Stormwater Manual and Subtitle 32 of the County Code, and 78% use  
19 conventional stormwater management retrofits.

20 B. It is the intention of the Council that the County must use these funds to implement  
21 the proposed ESD first before either performing ESD or conventional retrofits, that  
22 the Department of the Environment continue to research and develop ways to reduce  
23 the cost of ESD, initiate and complete an evaluation of the costs and economic  
24 benefits of the two approaches and provide the Council with a report.

25 SECTION 12. BE IT FURTHER ENACTED that the Fire Chief, the Chief of Police, and  
26 the Director of Corrections shall provide reports to the County Council within 30 days of the  
27 end of each month concerning the level of expenditures within the Fire/Emergency Medical  
28 Services Department, the Police Department, and the Department of Corrections, respectively,  
29 for overtime compensation, including paid time off in lieu of overtime compensation, and the  
30 deviation from the amount authorized for the payment of overtime compensation in the adopted  
31 budget, and that the Director of Management and Budget shall provide a report to the County

1 Council not later than January 30, 2019, of the level of expenditures for overtime compensation  
2 for each agency and department as of December 31, 2018.

3 SECTION 13. BE IT FURTHER ENACTED that the Director of Management and  
4 Budget and the Director of Finance shall provide reports to the County Executive and the  
5 County Council within 15 days of the end of each bi-monthly period, beginning on September  
6 30, 2018, for the months of July and August, concerning the level of revenues received and the  
7 level of expenditures made or encumbered to determine whether the anticipated level of  
8 revenues and expenditures that formed the basis for the adoption of this Annual Budget and  
9 Appropriation Ordinance are being realized during the course of the fiscal year.

10 SECTION 14. BE IT FURTHER ENACTED that the Director of the Department of  
11 Public Works and Transportation shall provide a report to the County Executive and the County  
12 Council by September 30, 2018, concerning the status of the road resurfacing needs in the  
13 County to assist the County Council in their development of a road resurfacing priority funding  
14 list to be expended as provided in the Curb and Road Rehabilitation 2 (FD661021) capital  
15 improvement program project; and such road resurfacing projects shall have a goal of at least  
16 51% of those related jobs being held by County residents. The Department of Public Works and  
17 Transportation will work with the County Council on identifying projects in the council districts  
18 for the apportioned funds.

19 SECTION 15. BE IT FURTHER ENACTED that there is a General Fund operating  
20 reserve, equal to two percent of the General Fund budget, subject to appropriation only in  
21 accordance with Section 816 of the Charter for Prince George's County, Maryland, to meet a  
22 public emergency, which constitutes a sudden, unexpected or unforeseen condition or  
23 occurrence, creating an imminent hazard to life, health or property and requiring immediate  
24 action.

25 SECTION 16. BE IT FURTHER ENACTED that there is a three-person committee to  
26 assign fund balance in the General Fund consisting of (1) the Director of the Office of  
27 Management and Budget, or his or her designee; (2) the Director of Finance of the County, or  
28 his or her designee; and (3) the County Council Administrator, or his or her designee.

29 SECTION 17. BE IT FURTHER ENACTED that if any person holding an office of profit  
30 within the meaning of Article 35 of the Declaration of Rights, Constitution of Maryland, is  
31 appointed to a second office within the meaning of Article 35 of the Declaration of Rights,

1 Constitution of Maryland, in the opinion of the County Attorney, then no compensation or other  
 2 emolument, except expenses incurred in connection with attendance at hearings, meetings, field  
 3 trips, and working sessions, shall be paid from any funds appropriated by this budget to that  
 4 person for any services in connection with the second office.

5 SECTION 18. BE IT FURTHER ENACTED that, in accordance with Section 815 of the  
 6 Charter, the County Executive has submitted a proposed listing of positions for each agency of  
 7 the County, a copy of which is attached as Exhibit 6, and the County Council has delineated a  
 8 proposed listing of positions for the County Council, a copy of which is attached as Exhibit 5,  
 9 the County Council approves the number of positions contained in Exhibit 5 and Exhibit 6 for  
 10 Fiscal Year 2019.

11 SECTION 19. BE IT FURTHER ENACTED that, in accordance with Section 819 of the  
 12 County Charter, the County Council has considered and hereby approves certain multi-year  
 13 contracts for Fiscal Year 2019, attached hereto as exhibit 7 and incorporated as if set forth fully  
 14 herein, as follows:

15 A. Exhibit 7 contains an itemized listing of:

16 (1.) Personal service contracts exceeding an aggregate of One Hundred Thousand  
 17 Dollars (\$100,000) per contractor and all other multiyear contracts with an aggregate  
 18 of Five Hundred Thousand Dollars (\$500,000), the nature of such transactions  
 19 reasonably requires the making of such contracts, by agency, vendor, services, term  
 20 and amount; and

21 (2.) An itemized listing of multiyear contracts for which the County Council hereby  
 22 approves limited executory authority for the making of personal service contracts  
 23 and multiyear contracts for goods and services anticipated for execution in Fiscal  
 24 Year 2019; authority for such contracts is conditioned upon written submission of  
 25 vendor, contract term, and final contract award amount for each contract by the  
 26 County Executive to the County Council.

27 SECTION 20. BE IT FURTHER ENACTED that prior to any expenditure of MGM  
 28 National Harbor local impact grant funds for services and improvements consistent with  
 29 infrastructure, facilities, public safety, sanitation, economic and community development,  
 30 including housing, and other public services and improvements, and subsequent to the local  
 31 development council's review, comment and recommendations on the multiyear plan for the

1 expenditure of the MGM National Harbor local impact grants for services and improvement, the  
2 County Executive, pursuant to Section 10-309.2 (b) of the Prince George's County Code, shall  
3 transmit the multiyear plan to the Council for review and approval by resolution. A published  
4 notice and a public hearing shall be required prior to adoption of the resolution.

5 SECTION 21. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
6 declared to be severable; and, in the event that any section, subsection, paragraph,  
7 subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or  
8 unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall  
9 not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs,  
10 subsections, or sections of this Act, since the same would have been enacted without the  
11 incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence,  
12 subparagraph, subsection, or section.  
13

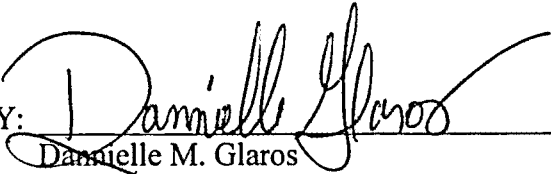
1

SECTION 22. EFFECTIVE DATE. This Act shall take effect on July 1, 2018.

Adopted this 24th day of May, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

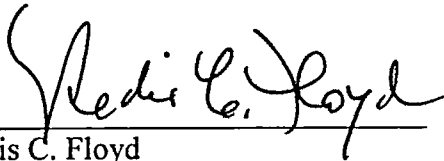
BY:



Danielle M. Glaros

Chair

ATTEST:



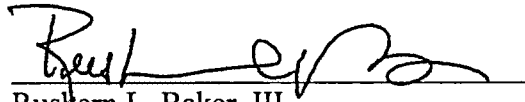
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE:

June 1, 2018

BY:



Rushern L. Baker, III  
County Executive

Note: See Exhibits 1, 2, 3, 4, 5, 6, and 7.

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 1 of 11

Agency / Department Character Level	Executive Proposed	Net Adjustments	Council Approved
<b>GENERAL GOVERNMENT</b>			
<b>COUNTY EXECUTIVE</b>			
COMPENSATION	\$ 5,211,500	\$ 0	\$ 5,211,500
FRINGE BENEFITS	1,240,300	0	1,240,300
OPERATING EXPENSES	400,900	0	400,900
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 6,852,700	\$ 0	\$ 6,852,700
RECOVERIES	0	0	0
TOTAL:	\$ 6,852,700	\$ 0	\$ 6,852,700
<b>COUNTY COUNCIL</b>			
COMPENSATION	\$ 11,952,200	\$ 0	\$ 11,952,200
FRINGE BENEFITS	3,457,100	0	3,457,100
OPERATING EXPENSES	5,719,000	800,000	6,519,000
CAPITAL OUTLAY	29,400	0	29,400
TOTAL:	\$ 21,157,700	\$ 800,000	\$ 21,957,700
RECOVERIES	(1,188,100)	0	(1,188,100)
TOTAL:	\$ 19,969,600	\$ 800,000	\$ 20,769,600
<b>OFFICE OF ETHICS AND ACCOUNTABILITY</b>			
COMPENSATION	\$ 592,700	\$ 0	\$ 592,700
FRINGE BENEFITS	168,900	0	168,900
OPERATING EXPENSES	92,400	0	92,400
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 854,000	\$ 0	\$ 854,000
RECOVERIES	0	0	0
TOTAL:	\$ 854,000	\$ 0	\$ 854,000
<b>PERSONNEL BOARD</b>			
COMPENSATION	\$ 211,200	\$ 0	\$ 211,200
FRINGE BENEFITS	54,100	0	54,100
OPERATING EXPENSES	87,800	0	87,800
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 353,100	\$ 0	\$ 353,100
RECOVERIES	0	0	0
TOTAL:	\$ 353,100	\$ 0	\$ 353,100
<b>OFFICE OF FINANCE</b>			
COMPENSATION	\$ 5,067,900	\$ 0	\$ 5,067,900
FRINGE BENEFITS	1,642,000	0	1,642,000
OPERATING EXPENSES	716,500	0	716,500
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 7,426,400	\$ 0	\$ 7,426,400
RECOVERIES	(3,423,300)	0	(3,423,300)
TOTAL:	\$ 4,003,100	\$ 0	\$ 4,003,100

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 2 of 11

Agency / Department Character Level	Executive Proposed	Net Adjustments	Council Approved
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**GENERAL GOVERNMENT (Cont)**

**CITIZEN COMPLAINT OVERSIGHT PANEL**

COMPENSATION	\$ 164,900	\$ 0	\$ 164,900
FRINGE BENEFITS	58,400	0	58,400
OPERATING EXPENSES	89,800	0	89,800
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 313,100	\$ 0	\$ 313,100
RECOVERIES	0	0	0
TOTAL:	\$ 313,100	\$ 0	\$ 313,100

**OFFICE OF COMMUNITY RELATIONS**

COMPENSATION	\$ 3,932,300	\$ 76,000	\$ 4,008,300
FRINGE BENEFITS	1,211,100	24,000	1,235,100
OPERATING EXPENSES	588,900	215,000	803,900
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 5,732,300	\$ 315,000	\$ 6,047,300
RECOVERIES	0	0	0
TOTAL:	\$ 5,732,300	\$ 315,000	\$ 6,047,300

**PEOPLE'S ZONING COUNSEL**

COMPENSATION	\$ 0	\$ 0	\$ 0
FRINGE BENEFITS	0	0	0
OPERATING EXPENSES	250,000	0	250,000
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 250,000	\$ 0	\$ 250,000
RECOVERIES	0	0	0
TOTAL:	\$ 250,000	\$ 0	\$ 250,000

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 3 of 11

Agency / Department Character Level	Executive Proposed	Net Adjustments	Council Approved
<b>GENERAL GOVERNMENT (Cont)</b>			
<b>OFFICE OF MANAGEMENT AND BUDGET</b>			
COMPENSATION	\$ 2,406,600	\$ 0	\$ 2,406,600
FRINGE BENEFITS	724,400	0	724,400
OPERATING EXPENSES	129,500	0	129,500
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 3,260,500	\$ 0	\$ 3,260,500
RECOVERIES	(141,800)	0	(141,800)
TOTAL:	\$ 3,118,700	\$ 0	\$ 3,118,700
<b>BOARD OF LICENSE COMMISSIONERS</b>			
COMPENSATION	\$ 1,083,300	\$ 0	\$ 1,083,300
FRINGE BENEFITS	446,300	0	446,300
OPERATING EXPENSES	131,800		131,800
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 1,661,400	\$ 0	\$ 1,661,400
RECOVERIES	0	0	0
TOTAL:	\$ 1,661,400	\$ 0	\$ 1,661,400
<b>OFFICE OF LAW</b>			
COMPENSATION	\$ 5,334,400	\$ 0	\$ 5,334,400
FRINGE BENEFITS	1,664,300	0	1,664,300
OPERATING EXPENSES	437,800	0	437,800
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 7,436,500	\$ 0	\$ 7,436,500
RECOVERIES	(2,892,900)	0	(2,892,900)
TOTAL:	\$ 4,543,600	\$ 0	\$ 4,543,600

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 4 of 11

Agency / Department Character Level	Executive Proposed	Net Adjustments	Council Approved
<b>GENERAL GOVERNMENT (Cont)</b>			
<b>OFFICE OF HUMAN RESOURCES MANAGEMENT</b>			
COMPENSATION	\$ 6,544,100	\$ 0	\$ 6,544,100
FRINGE BENEFITS	1,583,800	0	1,583,800
OPERATING EXPENSES	1,300,300	0	1,300,300
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 9,428,200	\$ 0	\$ 9,428,200
RECOVERIES	(1,841,900)	0	(1,841,900)
<b>TOTAL:</b>	<b>\$ 7,586,300</b>	<b>\$ 0</b>	<b>\$ 7,586,300</b>
<b>OFFICE OF INFORMATION TECHNOLOGY</b>			
COMPENSATION	\$ 0	\$ 0	\$ 0
FRINGE BENEFITS	0	0	0
OPERATING EXPENSES	2,000,000	0	2,000,000
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 2,000,000	\$ 0	\$ 2,000,000
RECOVERIES	0	0	0
<b>TOTAL:</b>	<b>\$ 2,000,000</b>	<b>\$ 0</b>	<b>\$ 2,000,000</b>
<b>BOARD OF ELECTIONS</b>			
COMPENSATION	\$ 4,351,300	\$ 0	\$ 4,351,300
FRINGE BENEFITS	531,200	0	531,200
OPERATING EXPENSES	898,500	0	898,500
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 5,781,000	\$ 0	\$ 5,781,000
RECOVERIES	0	0	0
<b>TOTAL:</b>	<b>\$ 5,781,000</b>	<b>\$ 0</b>	<b>\$ 5,781,000</b>
<b>OFFICE OF CENTRAL SERVICES</b>			
COMPENSATION	\$ 10,130,100	\$ 0	\$ 10,130,100
FRINGE BENEFITS	3,535,200	0	3,535,200
OPERATING EXPENSES	9,216,900	0	9,216,900
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 22,882,200	\$ 0	\$ 22,882,200
RECOVERIES	(1,875,900)	0	(1,875,900)
<b>TOTAL:</b>	<b>\$ 21,006,300</b>	<b>\$ 0</b>	<b>\$ 21,006,300</b>
<b>FUNCTION SUBTOTAL (GENERAL GOV'T):</b>	<b>\$ 84,025,200</b>	<b>\$ 1,115,000</b>	<b>\$ 85,140,200</b>

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 5 of 11

Agency / Department Character Level	Executive Proposed	Net Adjustments	Council Approved
<b>COURTS</b>			
<b>CIRCUIT COURT</b>			
COMPENSATION	\$ 11,323,600	\$ 0	\$ 11,323,600
FRINGE BENEFITS	3,646,300	0	3,646,300
OPERATING EXPENSES	3,115,000	0	3,115,000
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 18,084,900	\$ 0	\$ 18,084,900
RECOVERIES	(265,600)	0	(265,600)
<b>TOTAL:</b>	<b>\$ 17,819,300</b>	<b>\$ 0</b>	<b>\$ 17,819,300</b>
<b>ORPHANS' COURT</b>			
COMPENSATION	\$ 323,600	\$ 0	\$ 323,600
FRINGE BENEFITS	91,600	0	91,600
OPERATING EXPENSES	29,800	0	29,800
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 445,000	\$ 0	\$ 445,000
RECOVERIES	0	0	0
<b>TOTAL:</b>	<b>\$ 445,000</b>	<b>\$ 0</b>	<b>\$ 445,000</b>
<b>FUNCTION SUBTOTAL (COURTS):</b>	<b>\$ 18,264,300</b>	<b>\$ 0</b>	<b>\$ 18,264,300</b>
<b>PUBLIC SAFETY</b>			
<b>OFFICE OF THE STATE'S ATTORNEY</b>			
COMPENSATION	\$ 13,050,600	\$ 0	\$ 13,050,600
FRINGE BENEFITS	4,071,800	0	4,071,800
OPERATING EXPENSES	1,339,800	0	1,339,800
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 18,462,200	\$ 0	\$ 18,462,200
RECOVERIES	(231,000)	0	(231,000)
<b>TOTAL:</b>	<b>\$ 18,231,200</b>	<b>\$ 0</b>	<b>\$ 18,231,200</b>
<b>POLICE DEPARTMENT</b>			
COMPENSATION	\$ 198,684,000	\$ 0	\$ 198,684,000
FRINGE BENEFITS	112,852,500	0	112,852,500
OPERATING EXPENSES	34,278,700	0	34,278,700
CAPITAL OUTLAY	275,000	0	275,000
TOTAL:	\$ 346,090,200	\$ 0	\$ 346,090,200
RECOVERIES	(1,370,000)	0	(1,370,000)
<b>TOTAL:</b>	<b>\$ 344,720,200</b>	<b>\$ 0</b>	<b>\$ 344,720,200</b>
<b>FIRE/EMS DEPARTMENT</b>			
COMPENSATION	\$ 101,581,200	\$ 0	\$ 101,581,200
FRINGE BENEFITS	73,748,000	0	73,748,000
OPERATING EXPENSES	24,664,600	0	24,664,600
CAPITAL OUTLAY	75,000	0	75,000
TOTAL:	\$ 200,068,800	\$ 0	\$ 200,068,800
RECOVERIES	(260,000)	0	(260,000)
<b>TOTAL:</b>	<b>\$ 199,808,800</b>	<b>\$ 0</b>	<b>\$ 199,808,800</b>

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 6 of 11

Agency / Department Character Level	Executive Proposed	Net Adjustments	Council Approved
<b>OFFICE OF THE SHERIFF</b>			
COMPENSATION	\$ 27,450,000	\$ 0	\$ 27,450,000
FRINGE BENEFITS	16,305,200	0	16,305,200
OPERATING EXPENSES	6,309,600	0	6,309,600
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 50,064,800	\$ 0	\$ 50,064,800
RECOVERIES	0	0	0
TOTAL:	\$ 50,064,800	\$ 0	\$ 50,064,800
<b>DEPARTMENT OF CORRECTIONS</b>			
COMPENSATION	\$ 52,178,300	\$ 0	\$ 52,178,300
FRINGE BENEFITS	24,732,500	0	24,732,500
OPERATING EXPENSES	12,630,100	200,000	12,830,100
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 89,540,900	\$ 200,000	\$ 89,740,900
RECOVERIES	(191,500)	0	(191,500)
TOTAL:	\$ 89,349,400	\$ 200,000	\$ 89,549,400
<b>HOMELAND SECURITY</b>			
COMPENSATION	\$ 14,860,100	\$ 0	\$ 14,860,100
FRINGE BENEFITS	4,250,000	0	4,250,000
OPERATING EXPENSES	15,222,300	0	15,222,300
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 34,332,400	\$ 0	\$ 34,332,400
RECOVERIES	0	0	0
TOTAL:	\$ 34,332,400	\$ 0	\$ 34,332,400
<b>FUNCTION SUBTOTAL (PUBLIC SAFETY):</b>	<b>\$ 736,506,800</b>	<b>\$ 200,000</b>	<b>\$ 736,706,800</b>

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 7 of 11

Agency / Department Character Level	Executive Proposed	Net Adjustments	Council Approved
<b>ENVIRONMENT</b>			
<b>SOIL CONSERVATION DISTRICT</b>			
COMPENSATION	\$ 1,168,000	\$ 0	\$ 1,168,000
FRINGE BENEFITS	361,000	0	361,000
OPERATING EXPENSES	51,400	0	51,400
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 1,580,400	\$ 0	\$ 1,580,400
RECOVERIES	(1,580,400)	0	(1,580,400)
TOTAL:	\$ 0	\$ 0	\$ 0
<b>DEPARTMENT OF THE ENVIRONMENT</b>			
COMPENSATION	\$ 6,542,300	\$ 0	\$ 6,542,300
FRINGE BENEFITS	2,250,600	0	2,250,600
OPERATING EXPENSES	1,335,800	0	1,335,800
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 10,128,700	\$ 0	\$ 10,128,700
RECOVERIES	(5,810,500)	0	(5,810,500)
TOTAL:	\$ 4,318,200	\$ 0	\$ 4,318,200
<b>FUNCTION SUBTOTAL (ENVIRONMENT):</b>	\$ 4,318,200	\$ 0	\$ 4,318,200
<b>HUMAN SERVICES</b>			
<b>DEPARTMENT OF FAMILY SERVICES</b>			
COMPENSATION	\$ 2,423,300	\$ 0	\$ 2,423,300
FRINGE BENEFITS	647,000	0	647,000
OPERATING EXPENSES	2,311,400	250,000	2,561,400
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 5,381,700	\$ 250,000	\$ 5,631,700
RECOVERIES	(50,000)	0	(50,000)
TOTAL:	\$ 5,331,700	\$ 250,000	\$ 5,581,700
<b>HEALTH DEPARTMENT</b>			
COMPENSATION	\$ 16,421,200	\$ 0	\$ 16,421,200
FRINGE BENEFITS	5,337,100	0	5,337,100
OPERATING EXPENSES	6,825,900	250,000	7,075,900
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 28,584,200	\$ 250,000	\$ 28,834,200
RECOVERIES	(2,287,200)	0	(2,287,200)
TOTAL:	\$ 26,297,000	\$ 250,000	\$ 26,547,000

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 8 of 11

Agency / Department Character Level	Executive Proposed	Net Adjustments	Council Approved
<b>DEPARTMENT OF SOCIAL SERVICES</b>			
COMPENSATION	\$ 2,490,900	\$ 0	\$ 2,490,900
FRINGE BENEFITS	510,600	0	510,600
OPERATING EXPENSES	2,272,400	130,000	2,402,400
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 5,273,900	\$ 130,000	\$ 5,403,900
RECOVERIES	0	0	0
TOTAL:	\$ 5,273,900	\$ 130,000	\$ 5,403,900
<b>FUNCTION SUBTOTAL (HUMAN SERVICES):</b>			
	\$ 36,902,600	\$ 630,000	\$ 37,532,600
<b>INFRASTRUCTURE AND DEVELOPMENT</b>			
<b>DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION</b>			
COMPENSATION	\$ 15,874,600	\$ 0	\$ 15,874,600
FRINGE BENEFITS	5,667,200	0	5,667,200
OPERATING EXPENSES	50,403,300	2,100,000	52,503,300
CAPITAL OUTLAY	4,470,000	0	4,470,000
TOTAL:	\$ 76,415,100	\$ 2,100,000	\$ 78,515,100
RECOVERIES	(62,808,500)	0	(62,808,500)
TOTAL:	\$ 13,606,600	\$ 2,100,000	\$ 15,706,600
<b>DEPARTMENT OF PERMITS, INSPECTION &amp; ENFORCEMENT</b>			
COMPENSATION	\$ 19,525,100	\$ 0	\$ 19,525,100
FRINGE BENEFITS	6,508,400	0	6,508,400
OPERATING EXPENSES	7,149,100	25,000	7,174,100
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 33,182,600	\$ 25,000	\$ 33,207,600
RECOVERIES	(22,784,300)	0	(22,784,300)
TOTAL:	\$ 10,398,300	\$ 25,000	\$ 10,423,300
<b>DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT</b>			
COMPENSATION	\$ 2,637,300	\$ 0	\$ 2,637,300
FRINGE BENEFITS	870,300	0	870,300
OPERATING EXPENSES	813,100	0	813,100
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 4,320,700	\$ 0	\$ 4,320,700
RECOVERIES	0	0	0
TOTAL:	\$ 4,320,700	\$ 0	\$ 4,320,700
<b>FUNCTION SUBTOTAL (INFRAS.&amp;DEV'MT):</b>			
	\$ 28,325,600	\$ 2,125,000	\$ 30,450,600

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 9 of 11

Agency / Department Character Level	Executive Proposed		Council Approved
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**EDUCATION AND LIBRARY**

**MEMORIAL LIBRARY**

COMPENSATION	\$ 17,660,000	\$ 0	\$ 17,660,000
FRINGE BENEFITS	4,363,100	0	4,363,100
OPERATING EXPENSES	8,901,500	200,000	9,101,500
CAPITAL OUTLAY	0	0	0
TOTAL:	\$ 30,924,600	\$ 200,000	\$ 31,124,600
RECOVERIES	0	0	0
TOTAL:	\$ 30,924,600	\$ 200,000	\$ 31,124,600

**PRINCE GEORGE'S COMMUNITY COLLEGE**

INSTRUCTION	\$ 39,466,800	\$ 0	\$ 39,466,800
ACADEMIC SUPPORT	23,022,100	725,000	23,747,100
STUDENT SERVICES	10,847,900	275,000	11,122,900
PLANT OPERATIONS	13,017,500	0	13,017,500
INSTITUTIONAL SUPPORT	27,341,900	0	27,341,900
SCHOLARSHIPS/FELLOWSHIPS	3,078,000	0	3,078,000
PUBLIC SERVICE	11,500	0	11,500
COLLEGE TOTAL:	\$ 116,785,700	\$ 1,000,000	\$ 117,785,700

**BOARD OF EDUCATION**

ADMINISTRATION	\$ 71,750,400	\$ 0	\$ 71,750,400
INSTRUCTIONAL SALARIES	709,270,400	0	709,270,400
STUDENT PERSONNEL SERVICES	22,612,000	0	22,612,000
STUDENT TRANSPORTATION SERVICES	107,688,000	0	107,688,000
OPERATION OF PLANT	132,297,400	0	132,297,400
MAINTENANCE OF PLANT	40,699,400	0	40,699,400
COMMUNITY SERVICES	3,300,300	0	3,300,300
FIXED CHARGES	423,611,700	0	423,611,700
HEALTH SERVICES	20,374,700	0	20,374,700
SPECIAL EDUCATION	279,824,700	0	279,824,700
MID-LEVEL ADMINISTRATION	129,343,500	0	129,343,500
TEXTBOOKS AND SUPPLIES	18,239,700	0	18,239,700
OTHER INSTRUCTIONAL COSTS	83,104,300	0	83,104,300
FOOD SERVICES	5,365,500	0	5,365,500
CAPITAL OUTLAY	250,000	0	250,000
Board of Education Total:	\$ 2,047,732,000	\$ 0	\$ 2,047,732,000

**FUNCTION SUBTOTAL (ED.&LIBRARY):** \$ 2,195,442,300 \$ 1,200,000 \$ 2,196,642,300

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 10 of 11

Agency / Department Character Level	Executive Proposed		Council Approved
<b>NON-DEPARTMENTAL</b>			
DEBT SERVICE	\$ 125,948,500	\$ 0	\$ 125,948,500
GRANTS AND TRANSFER PAYMENTS	\$ 67,309,400	\$ 5,693,000	\$ 73,002,400
OTHER NON-DEPARTMENTAL EXPENSES	\$ 125,804,600	\$ (1,844,400)	\$ 123,960,200
CONTINGENCIES	\$ 0	\$ 0	\$ 0
<b>NON-DEPARTMENTAL TOTAL:</b>	<b>\$ 319,062,500</b>	<b>\$ 3,848,600</b>	<b>\$ 322,911,100</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 3,422,847,500</b>	<b>\$ 9,118,600</b>	<b>\$ 3,431,966,100</b>
<b>OTHER FUNDS</b>			
<b>INTERNAL SERVICE FUNDS</b>			
FLEET MANAGEMENT	\$ 13,191,900	\$ 0	\$ 13,191,900
INFORMATION TECHNOLOGY	33,997,500	0	33,997,500
<b>TOTAL INTERNAL SERVICE FUNDS:</b>	<b>\$ 47,189,400</b>	<b>\$ 0</b>	<b>\$ 47,189,400</b>
<b>ENTERPRISE FUNDS</b>			
STORMWATER MANAGEMENT	72,480,000	0	72,480,000
LOCAL WATER QUALITY PROTECTION AND RESTO	44,158,900	0	44,158,900
SOLID WASTE	102,618,300	0	102,618,300
<b>TOTAL ENTERPRISE FUNDS:</b>	<b>\$ 219,257,200</b>	<b>\$ 0</b>	<b>\$ 219,257,200</b>

PRINCE GEORGE'S COUNTY  
FISCAL YEAR 2019  
CURRENT EXPENSE BUDGET

CB-23-2018 EXHIBIT 1  
Page 11 of 11

Agency / Department Character Level	Executive Proposed	Net Adjustments	Council Approved
OTHER FUNDS (Cont)			
<b>SPECIAL REVENUE FUNDS</b>			
DEBT SERVICE	\$ 178,113,400	\$ 0	\$ 178,113,400
DRUG ENFORCEMENT AND EDUCATION	7,515,000	0	7,515,000
COLLINGTON CENTER	5,000	0	5,000
PROPERTY MGMT. & SERVICES	600,000	0	600,000
DOMESTIC VIOLENCE	390,000	0	390,000
INDUSTRIAL DEVELOPMENT AUTHORITY	37,700	0	37,700
ECONOMIC DEVELOPMENT INCENTIVE	9,000,000	0	9,000,000
HOUSING INVESTMENT TRUST	4,095,800	2,500,000	6,595,800
<b>TOTAL SPECIAL REVENUE FUNDS:</b>	<b>\$ 199,756,900</b>	<b>\$ 2,500,000</b>	<b>\$ 202,256,900</b>
<b>GRANT PROGRAMS FUND</b>	<b>\$ 202,453,600</b>	<b>\$ (603,100)</b>	<b>\$ 201,850,500</b>
<b>TOTAL OF ALL FUNDS :</b>	<b>\$ 4,091,504,600</b>	<b>\$ 11,015,500</b>	<b>\$ 4,102,520,100</b>

**DETAIL OF AMENDMENTS TO THE OPERATING BUDGET  
GENERAL GOVERNMENT**

Note: The following amendments were made to the FY 2019 proposed budget based on the adjustments made by the County Executive on May 21, 2018, and adjustments made by the County Council.

**GENERAL FUND**

**Office of Community Relations**

Increase funding in Operating Expenses for Common Ownership Commission outreach materials	15,000
Increase funding in Compensation for an ISLA Language Access Director	76,000
Increase funding in Fringe Benefits for ISLA Language Access Director	24,000
Increase Operating Expenses for ISLA Deportation Defense Services	<u>200,000</u>
Subtotal	315,000

**Department of Social Services**

Increase funding in Operating Expenses for the MD Money Market Double Value Coupon startup and operating costs	105,000
Increase funding in Operating Expenses for the SNAP to Health Program	<u>25,000</u>
Subtotal	130,000

**Memorial Library System**

Increase funding in Operating Expenses for security measures	<u>200,000</u>
Subtotal	200,000

**Prince George's Community College**

Increase funding in various expenditure categories for COAST Program and partnership with PGCTV	<u>1,000,000</u>
Subtotal	1,000,000

**Department of Permitting, Inspections and Enforcement**

Increase funding in Operating Expenses for purchase of noise meters and related staff training	<u>25,000</u>
Subtotal	25,000

**Department of Public Works and Transportation**

Increase funding in Operating Expenses for the restoration of services for tree trimming, mowing and median maintenance, and vacant lot maintenance	<u>2,100,000</u>
Subtotal	2,100,000

**Department of Family Services**

Increase funding in Operating Expenses for a feasibility study for increased Domestic Violence shelter capacity	<u>250,000</u>
Subtotal	250,000

**Department of Corrections**

Increase funding in Operating Expenses for maintenance service	<u>200,000</u>
Subtotal	200,000

**Health Department**

Increase funding in Operating Expenses for the Health Assure Program	<u>250,000</u>
Subtotal	250,000

**Legislative Branch**

Increase funding in Operating Expenses for VPP initiatives	300,000
Increase funding in Operating Expenses for a Health and Human Services Needs Assessment	<u>500,000</u>
Subtotal	800,000

**Non-Departmental**

**Grants and Transfer Payments**

Increase funding for a grant to the Alice Ferguson Foundation	300,000
Increase funding for a grant to the Town of Eagle Harbor	100,000
Increase funding for a grant to the Arts and Humanities Council	100,000
Increase funding for a grant to Non-Profit Prince George's	50,000
Increase funding for a grant to Heart of America	150,000
Increase funding for a grant to Meals on Wheels	25,000
Increase funding for a grant to the Greater Prince George's Business Roundtable to support its operations, including support for its continuing initiative with PG Suite Magazine	120,000
Increase funding for a grant to Small Business Development Center	50,000
Increase funding for a grant to the Capital Area Food Bank	100,000
Increase funding for a grant for Bowie State University Scholarships	100,000
Increase funding for a grant to Bowie Business Innovation Center (BIC)	100,000
Increase funding for a grant to the University of Maryland Incentive Awards Program	200,000
Increase funding for a grant to FSC First for businesses affected by the Purple Line	150,000
Increase funding for County Council Grants to Community Organizations	298,000
Increase funding for Grant to City of Seat Pleasant for Smart Cities Program	100,000
Increase funding for Transfer to CIP for Redevelopment Authority Northern Gateway Revitalization	250,000
Increase funding for Other Payment category to reflect revised VLT Local Impact Grant spending plan for the Local Development Council Impact Grant Program	250,000
Increase funding to reflect revised Rosecroft funding spending plan	25,000

Increase funding to support the Housing Investment Trust Fund	2,500,000
Increase funding for Transfer to CIP category to support the National Harbor Public Safety Building	1,000,000
Decrease funding between categories to align with the current VLT Local Impact Grant and Rosecroft spending plans for the Board of Education CIP projects	<u>(275,000)</u>
Subtotal	5,693,000
<u>Other Non-Departmental Expenses</u>	
Decrease funding in Miscellaneous category to reflect a reduction in expenses for SDAT costs based on the State budget	(2,344,400)
Increase funding in Miscellaneous category for County's share of the BOE Continuous Business Process Improvement Study	<u>500,000</u>
Subtotal	<u>(1,844,400)</u>
GENERAL FUND TOTAL	9,118,600
<u>INTERNAL SERVICE FUNDS</u>	
<u>INFORMATION TECHNOLOGY INTERNAL SERVICE FUND</u>	
Increase funding in Operating Expenses to align expenses	3,000,000
Decrease funding in Capital Outlay to align expenses	<u>(3,000,000)</u>
INTERNAL SERVICE FUNDS TOTAL	-
<u>SPECIAL REVENUE FUND</u>	
Increase Operating Expenses for the Housing Investment Trust Fund for gap financing	<u>2,500,000</u>
SPECIAL REVENUE FUNDS TOTAL	2,500,000

**GRANTS**

Net decrease in grant expenditures due to a reduction in grants for the Circuit Court,  
Department of Environment, Department of Housing and Community Development,  
and the Health Department, offset by an additional grant to the Police Department,  
and consolidation of the Office of Homeland Security UASI grant (603,100)

**GRANTS TOTAL** (603,100)

**TOTAL ALL FUNDS** 11,015,500

		FISCAL YEAR 2019						
PROGRAM NAME	PROGRAM DATES	FEDERAL CASH	STATE CASH	OTHER CASH	TOTAL OUTSIDE SOURCES	COUNTY CASH	TOTAL PROGRAM SPENDING*	
<u>GENERAL GOVERNMENT</u>								
OFFICE OF COMMUNITY RELATIONS								
EEOC Worksharing Agreement	10/01/18-09/30/19	\$ 70,000	\$ -	\$ -	\$ 70,000	\$ -	\$ 70,000	
OFFICE OF COMMUNITY RELATIONS FY 2019 Total		\$ 70,000	\$ -	\$ -	\$ 70,000	\$ -	\$ 70,000	
OFFICE OF CENTRAL SERVICES								
Energy Star and Green Lessing Program	07/01/18-06/30/19	\$ -	\$ -	\$ 259,600	\$ 259,600	\$ -	\$ 259,600	
Sustainable Workforce	07/01/18-06/30/19	\$ -	\$ -	\$ 310,000	\$ 310,000	\$ -	\$ 310,000	
Transforming Neighborhood Initiative (TNI) Clean Energy	07/01/18-06/30/19	\$ -	\$ -	\$ 271,900	\$ 271,900	\$ -	\$ 271,900	
OFFICE OF CENTRAL SERVICES FY 2019 Total		\$ -	\$ -	\$ 841,500	\$ 841,500	\$ -	\$ 841,500	
<u>COURTS</u>								
CIRCUIT COURT								
Cooperative Reimbursement Agreement	10/01/18-09/30/19	\$ -	\$ 512,200	\$ -	\$ 512,200	\$ 263,900	\$ 776,100	
Family Division Legislative Initiative Grant	07/01/18-06/30/19	\$ -	\$ 2,104,800	\$ -	\$ 2,104,800	\$ -	\$ 2,104,800	
Office of Problem Solving Courts Grant	07/01/18-06/30/19	\$ -	\$ 315,200	\$ -	\$ 315,200	\$ -	\$ 315,200	
CIRCUIT COURT FY 2019 Total		\$ -	\$ 2,932,200	\$ -	\$ 2,932,200	\$ 263,900	\$ 3,196,100	
ORPHANS' COURT								
Matters	07/01/18-06/30/19	\$ -	\$ 53,200	\$ -	\$ 53,200	\$ -	\$ 53,200	
ORPHANS' COURT FY 2019 Total		\$ -	\$ 53,200	\$ -	\$ 53,200	\$ -	\$ 53,200	
<u>PUBLIC SAFETY</u>								
OFFICE OF THE STATE'S ATTORNEY								
Bilingual Victim Advocacy (VOCA)	10/01/17-09/30/18	\$ -	\$ 333,400	\$ -	\$ 333,400	\$ -	\$ 333,400	
Paralegal Support-GVRG	07/01/18-06/30/19	\$ -	\$ 35,000	\$ -	\$ 35,000	\$ -	\$ 35,000	
Project Safe Neighborhoods (PSN)	07/01/18-06/30/19	\$ -	\$ 76,200	\$ -	\$ 76,200	\$ -	\$ 76,200	
Prince George's Strategic Investigation (PGSI) Unit	07/01/18-06/30/19	\$ -	\$ 1,272,900	\$ -	\$ 1,272,900	\$ -	\$ 1,272,900	
Stop the Violence Against Women-VAWA (Prosecution)	10/01/18-09/30/19	\$ -	\$ 95,000	\$ -	\$ 95,000	\$ -	\$ 95,000	
DV Grant	10/01/18-09/30/19	\$ -	\$ 1,200,000	\$ -	\$ 1,200,000	\$ -	\$ 1,200,000	
Vehicle Theft Prevention Program	07/01/18-06/30/19	\$ -	\$ 90,000	\$ -	\$ 90,000	\$ -	\$ 90,000	
OFFICE OF THE STATE'S ATTORNEY FY 2019 Total		\$ -	\$ 3,102,600	\$ -	\$ 3,102,600	\$ -	\$ 3,102,600	
POLICE DEPARTMENT								
Commercial Vehicle Inspection Program	10/01/18-09/30/19	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 25,000	
Coordinated Localized Intelligence Project (CLIP)	07/01/18-06/30/19	\$ -	\$ 241,900	\$ -	\$ 241,900	\$ -	\$ 241,900	
Coverdell Forensic Science Improvement Grant Program	1/1/2018-12/31/2011	\$ -	\$ 28,500	\$ -	\$ 28,500	\$ -	\$ 28,500	
Internet Crimes Against Children (ICAC) Grant	07/01/18-06/30/19	\$ -	\$ 90,000	\$ -	\$ 90,000	\$ -	\$ 90,000	
	07/01/18-06/30/19	\$ -	\$ 57,200	\$ -	\$ 57,200	\$ -	\$ 57,200	
Monitoring Support Program	07/01/18-06/30/19	\$ -	\$ 99,800	\$ -	\$ 99,800	\$ -	\$ 99,800	
NIJ Forensic Casework DNA Backlog Reduction	10/01/18-09/30/19	\$ 171,300	\$ -	\$ -	\$ 171,300	\$ -	\$ 171,300	
School Bus Safety Initiative	08/31/18-06/30/19	\$ -	\$ 14,000	\$ -	\$ 14,000	\$ -	\$ 14,000	
Target Foundation Grant	TBD	\$ -	\$ -	\$ 13,000	\$ 13,000	\$ -	\$ 13,000	
Traffic Safety Program	10/01/18-09/30/19	\$ 284,000	\$ -	\$ -	\$ 284,000	\$ -	\$ 284,000	
Urban Areas Security Initiative-Tactical Equipment	09/30/18-05/31/19	\$ 410,000	\$ -	\$ -	\$ 410,000	\$ -	\$ 410,000	
USDHS-FEMA Port Security Grant Program	09/01/18-08/31/19	\$ 165,500	\$ -	\$ -	\$ 165,500	\$ 30,000	\$ 195,500	
Vehicle Theft Prevention	07/01/18-06/30/19	\$ -	\$ 350,000	\$ -	\$ 350,000	\$ -	\$ 350,000	
Prince George's County Violent Crime Grant	07/01/18-06/30/19	\$ -	\$ 2,292,500	\$ -	\$ 2,292,500	\$ -	\$ 2,292,500	
POLICE DEPARTMENT FY 2019 Total		\$ 1,030,800	\$ 3,198,900	\$ 13,000	\$ 4,242,700	\$ 30,000	\$ 4,272,700	

PROGRAM NAME	PROGRAM DATES	FEDERAL CASH	STATE CASH	OTHER CASH	TOTAL OUTSIDE SOURCES	COUNTY CASH	TOTAL PROGRAM SPENDING*
<b>FIRE/EMS DEPARTMENT</b>							
Assistance to Firefighters Grant (AFG) Program	05/01/18-05/01/19	\$ 1,460,000	\$ -	\$ -	\$ 1,480,000	\$ 145,000	\$ 1,605,000
Blowatch Program	09/01/18-06/30/19	\$ 1,914,900	\$ -	\$ -	\$ 1,914,900	\$ -	\$ 1,914,900
DC-HSEMA-UASI Programs	09/01/17-05/31/19	\$ 1,350,000	\$ -	\$ -	\$ 1,350,000	\$ -	\$ 1,350,000
DNR Waterway Improvement Fund Grant	TBD	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	\$ 100,000
MIEMSS Matching Equipment Grant	TBD	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ 50,000
MIEMSS Training Reimbursement/ALS	TBD	\$ -	\$ 23,000	\$ -	\$ 23,000	\$ -	\$ 23,000
Securing the Cities	TBD	\$ 114,900	\$ -	\$ -	\$ 114,900	\$ -	\$ 114,900
(State 506 Fund)	TBD	\$ -	\$ 1,699,100	\$ -	\$ 1,699,100	\$ -	\$ 1,699,100
Staffing for Adequate Fire and Emergency Response (SAFER) Grant		\$ 1,928,200	\$ -	\$ -	\$ 1,928,200	\$ 482,100	\$ 2,410,300
<b>FIRE/EMS DEPARTMENT FY 2019 Total</b>		<b>\$ 6,768,000</b>	<b>\$ 1,797,100</b>	<b>\$ -</b>	<b>\$ 8,565,100</b>	<b>\$ 703,100</b>	<b>\$ 9,268,200</b>
<b>OFFICE OF THE SHERIFF</b>							
Agreement-CRA)	10/01/18-09/30/19	\$ 2,011,000	\$ -	\$ -	\$ 2,011,000	\$ 1,035,900	\$ 3,046,900
Gun Violence Reduction Program (GVRG)	07/01/18-06/30/19	\$ -	\$ 98,000	\$ -	\$ 98,000	\$ -	\$ 98,000
Juvenile Transportation Services	07/01/18-06/30/19	\$ -	\$ 44,000	\$ -	\$ 44,000	\$ -	\$ 44,000
Special Victims' Advocate Program (VOCA)	10/01/18-09/30/19	\$ -	\$ 60,000	\$ -	\$ 60,000	\$ 18,700	\$ 76,700
<b>OFFICE OF THE SHERIFF FY 2019 Total</b>		<b>\$ 2,011,000</b>	<b>\$ 202,000</b>	<b>\$ -</b>	<b>\$ 2,213,000</b>	<b>\$ 1,052,600</b>	<b>\$ 3,265,600</b>
<b>DEPARTMENT OF CORRECTIONS</b>							
Mental Health Unit	10/01/18-09/30/19	\$ -	\$ 86,000	\$ -	\$ 86,000	\$ -	\$ 86,000
Solicitation	10/01/18-09/30/21	\$ 315,000	\$ -	\$ -	\$ 315,000	\$ -	\$ 315,000
<b>DEPARTMENT OF CORRECTIONS FY 2019 Total</b>		<b>\$ 315,000</b>	<b>\$ 86,000</b>	<b>\$ -</b>	<b>\$ 401,000</b>	<b>\$ -</b>	<b>\$ 401,000</b>
<b>OFFICE OF HOMELAND SECURITY</b>							
Emergency Management Performance Grant (EMPG)	07/01/18-06/30/19	\$ -	\$ 302,400	\$ -	\$ 302,400	\$ -	\$ 302,400
State Homeland Security Grant (MEMA)	09/01/18-12/31/19	\$ -	\$ 384,700	\$ -	\$ 384,700	\$ -	\$ 384,700
UASI-EDC Enhancements (MD 5%)	09/01/18-05/31/20	\$ 150,000	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000
UASI-Radio Communications Interoperability (MD 5%)	09/01/18-05/31/20	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000
UASI-Recovery Support (MD 5%)	09/01/18-05/31/20	\$ 150,000	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000
UASI-Regional Emergency Preparedness	09/01/18-12/31/19	\$ 628,300	\$ -	\$ -	\$ 628,300	\$ -	\$ 628,300
UASI-Volunteer and Citizen Corp	09/01/18-05/31/20	\$ 241,500	\$ -	\$ -	\$ 241,500	\$ -	\$ 241,500
<b>OFFICE OF HOMELAND SECURITY FY 2019 Total</b>		<b>\$ 1,669,800</b>	<b>\$ 687,100</b>	<b>\$ -</b>	<b>\$ 2,356,900</b>	<b>\$ -</b>	<b>\$ 2,356,900</b>
<b>ENVIRONMENT</b>							
<b>DEPARTMENT OF THE ENVIRONMENT</b>							
Not Applicable	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>FY 2019 Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>HUMAN SERVICES</b>							
<b>DEPARTMENT OF FAMILY SERVICES</b>							
<b>Aging Services Division</b>							
Community Options Waiver	07/01/18-06/30/19	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
Foster Grandparents Program	07/01/18-06/30/19	\$ 241,100	\$ -	\$ -	\$ 241,100	\$ 81,300	\$ 322,400
Hospital to Home	07/01/18-06/30/19	\$ -	\$ 64,000	\$ -	\$ 64,000	\$ -	\$ 64,000
Maryland Access Point (MAP)	07/01/18-06/30/19	\$ -	\$ 160,000	\$ -	\$ 160,000	\$ -	\$ 160,000
Medicare Improvement for Patients and Providers Act (MIPPA)	07/01/18-06/30/19	\$ -	\$ 23,100	\$ -	\$ 23,100	\$ -	\$ 23,100
Money Follows the Person (MFP)	07/01/18-06/30/19	\$ 120,000	\$ -	\$ -	\$ 120,000	\$ -	\$ 120,000
Nutrition Services Incentive Program (NSIP)	10/01/17-09/30/18	\$ 165,200	\$ -	\$ -	\$ 165,200	\$ -	\$ 165,200
Ombudsman Initiative	07/01/18-06/30/19	\$ -	\$ 118,600	\$ -	\$ 118,600	\$ 18,100	\$ 136,700

PROGRAM NAME	PROGRAM DATES	FEDERAL CASH	STATE CASH	OTHER CASH	TOTAL OUTSIDE SOURCES	COUNTY CASH	TOTAL PROGRAM SPENDING*
Retired and Senior Volunteer Program (RSVP)	07/01/18-06/30/19	\$ 66,700	\$ -	\$ -	\$ 66,700	\$ 43,600	\$ 110,300
Senior Assisted Housing	07/01/18-06/30/19	\$ -	\$ 528,800	\$ -	\$ 528,800	\$ 8,400	\$ 537,200
Senior Care	07/01/18-06/30/19	\$ -	\$ 820,900	\$ -	\$ 820,900	\$ -	\$ 820,900
Senior Center Operating Funds	07/01/18-06/30/19	\$ -	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ 40,000
Senior Health Insurance Program	04/01/18-03/31/19	\$ 53,400	\$ -	\$ -	\$ 53,400	\$ -	\$ 53,400
Senior Information and Assistance (MAP I & A)	07/01/18-06/30/19	\$ -	\$ 87,500	\$ -	\$ 87,500	\$ -	\$ 87,500
Senior Medicare Patrol	06/01/18-05/31/19	\$ 11,500	\$ -	\$ -	\$ 11,500	\$ -	\$ 11,500
Senior Training and Employment	07/01/18-06/30/19	\$ 491,000	\$ -	\$ -	\$ 491,000	\$ 60,400	\$ 551,400
State Guardianship	07/01/18-06/30/19	\$ -	\$ 57,100	\$ -	\$ 57,100	\$ -	\$ 57,100
Title IIIB: Administration	10/01/18-09/30/19	\$ 228,000	\$ -	\$ -	\$ 228,000	\$ 57,300	\$ 285,300
Title IIIB: Elder Abuse	10/01/18-09/30/19	\$ 69,600	\$ -	\$ -	\$ 69,600	\$ -	\$ 69,600
Title IIIB: Guardianship	10/01/18-09/30/19	\$ 54,700	\$ -	\$ -	\$ 54,700	\$ -	\$ 54,700
Title IIIB: Information and Referral	10/01/18-09/30/19	\$ 137,700	\$ -	\$ -	\$ 137,700	\$ -	\$ 137,700
Title IIIB: Ombudsman	10/01/18-09/30/19	\$ 21,800	\$ -	\$ -	\$ 21,800	\$ -	\$ 21,800
Title IIIB: Subgrantee	10/01/18-09/30/19	\$ 142,800	\$ -	\$ -	\$ 142,800	\$ 45,900	\$ 188,700
Title IIIC-1: Nutrition for the Elderly Congregate Meals	10/01/18-09/30/19	\$ 922,000	\$ -	\$ 166,000	\$ 1,088,000	\$ 30,000	\$ 1,118,000
Title IIIC-2: Nutrition for the Elderly Home Delivered Meals	10/01/18-09/30/19	\$ 585,800	\$ -	\$ -	\$ 585,800	\$ 20,000	\$ 605,800
Title IIID: Senior Health Promotion	10/01/18-09/30/19	\$ 28,700	\$ -	\$ -	\$ 28,700	\$ 10,200	\$ 38,900
Title IIIE: Caregiving	10/01/18-09/30/19	\$ 288,600	\$ -	\$ -	\$ 288,600	\$ -	\$ 288,600
Veterans Directed Home and Community Based Services	09/01/18-08/31/19	\$ 34,100	\$ -	\$ -	\$ 34,100	\$ -	\$ 34,100
Vulnerable Elderly (VEPI)	07/01/18-06/30/19	\$ -	\$ 58,400	\$ -	\$ 58,400	\$ 9,000	\$ 67,400
<b>Aging Services Division Total</b>		<b>\$ 3,662,700</b>	<b>\$ 2,958,400</b>	<b>\$ 166,000</b>	<b>\$ 8,787,100</b>	<b>\$ 384,200</b>	<b>\$ 7,171,300</b>
<b>PROGRAM NAME</b>							
<b>Children, Youth and Families Division</b>							
Administration-Community Partnership Agreement	07/01/18-06/30/19	\$ -	\$ 517,400	\$ -	\$ 517,400	\$ -	\$ 517,400
After-school Program	07/01/18-06/30/19	\$ -	\$ 317,600	\$ -	\$ 317,600	\$ -	\$ 317,600
Choice Program	07/01/18-06/30/19	\$ -	\$ 112,400	\$ -	\$ 112,400	\$ -	\$ 112,400
Disconnected Youth KEYS	07/01/18-06/30/19	\$ -	\$ 156,600	\$ -	\$ 156,600	\$ -	\$ 156,600
Disproportionate Minority Contact (DMC)	07/01/18-06/30/19	\$ -	\$ 31,500	\$ -	\$ 31,500	\$ -	\$ 31,500
Gang Prevention	07/01/18-06/30/19	\$ -	\$ 70,000	\$ -	\$ 70,000	\$ -	\$ 70,000
Healthy Families (MSDE)	07/01/18-06/30/19	\$ -	\$ 180,900	\$ -	\$ 180,900	\$ -	\$ 180,900
Home Visiting-Healthy Families (DHMH)	07/01/18-06/30/19	\$ -	\$ 591,800	\$ -	\$ 591,800	\$ -	\$ 591,800
Kinship Care	07/01/18-06/30/19	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 100,000
Local Care Team	07/01/18-06/30/19	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ 75,000
Multi-Systemic Therapy-DJS	07/01/18-06/30/19	\$ -	\$ 687,200	\$ -	\$ 687,200	\$ -	\$ 687,200
Multi-Systemic Therapy-GOC	07/01/18-06/30/19	\$ -	\$ 167,700	\$ -	\$ 167,700	\$ -	\$ 167,700
Teen Court	07/01/18-06/30/19	\$ -	\$ 60,000	\$ -	\$ 60,000	\$ -	\$ 60,000
Youth Services Bureaus	07/01/18-06/30/19	\$ -	\$ 340,100	\$ -	\$ 340,100	\$ -	\$ 340,100
<b>Children, Youth and Families Division Total</b>		<b>\$ -</b>	<b>\$ 3,408,200</b>	<b>\$ -</b>	<b>\$ 3,408,200</b>	<b>\$ -</b>	<b>\$ 3,408,200</b>
<b>DEPARTMENT OF FAMILY SERVICES FY 2019 Total</b>		<b>\$ 3,662,700</b>	<b>\$ 6,366,600</b>	<b>\$ 166,000</b>	<b>\$ 10,195,300</b>	<b>\$ 384,200</b>	<b>\$ 10,579,500</b>
<b>HEALTH DEPARTMENT</b>							
<b><u>Division of Behavioral Health Services</u></b>							
Administrative/Local Addiction Authority (LAA)	07/01/18-06/30/19	\$ 327,100	\$ -	\$ -	\$ 327,100	\$ -	\$ 327,100

PROGRAM NAME	PROGRAM DATES	FEDERAL CASH	STATE CASH	OTHER CASH	TOTAL OUTSIDE SOURCES	COUNTY CASH	TOTAL PROGRAM SPENDING*
Bridges 2 Success	07/01/18-06/30/19	\$ -	\$ 462,400	\$ -	\$ 462,400	\$ -	\$ 462,400
Continuum of Care	07/01/18-06/30/19	\$ 627,700	\$ -	\$ -	\$ 627,700	\$ -	\$ 627,700
Core Services Administrative Grant	07/01/18-06/30/19	\$ -	\$ 790,100	\$ -	\$ 790,100	\$ -	\$ 790,100
Crownsville Project	07/01/18-06/30/19	\$ -	\$ 74,400	\$ -	\$ 74,400	\$ -	\$ 74,400
Drug Court Services	07/01/18-06/30/19	\$ -	\$ 131,700	\$ -	\$ 131,700	\$ -	\$ 131,700
Federal Block Grant	07/01/18-06/30/19	\$ 1,338,400	\$ -	\$ -	\$ 1,338,400	\$ -	\$ 1,338,400
Federal Fund Treatment Grant	07/01/18-06/30/19	\$ 1,158,600	\$ -	\$ -	\$ 1,158,600	\$ -	\$ 1,158,600
General Fund Services Grant	07/01/18-06/30/19	\$ -	\$ 3,055,500	\$ -	\$ 3,055,500	\$ -	\$ 3,055,500
High Intensity Drug Trafficking Area (HIDTA)	07/01/18-06/30/19	\$ 103,000	\$ -	\$ -	\$ 103,000	\$ -	\$ 103,000
HIV Testing in Behavioral Health	07/01/18-06/30/19	\$ 102,600	\$ -	\$ -	\$ 102,600	\$ -	\$ 102,600
House Bill 7-Integration of Child Welfare Funds	07/01/18-06/30/19	\$ -	\$ 71,000	\$ -	\$ 71,000	\$ -	\$ 71,000
Integration of Sexual Health in Recovery	07/01/18-06/30/19	\$ -	\$ 216,500	\$ -	\$ 216,500	\$ -	\$ 216,500
Maryland Crisis Hotline	07/01/18-06/30/19	\$ -	\$ 164,900	\$ -	\$ 164,900	\$ -	\$ 164,900
Maryland Opioid Rapid Response	07/01/18-06/30/19	\$ -	\$ 50,200	\$ -	\$ 50,200	\$ -	\$ 50,200
Mental Health Services Grant	07/01/18-06/30/19	\$ -	\$ 1,595,900	\$ -	\$ 1,595,900	\$ -	\$ 1,595,900
Offender Reentry Program (PGCORP)	07/01/18-06/30/19	\$ 134,400	\$ -	\$ -	\$ 134,400	\$ -	\$ 134,400
Opioid Operation Command	07/01/18-06/30/19	\$ -	\$ 189,700	\$ -	\$ 189,700	\$ -	\$ 189,700
PATH Program	07/01/18-06/30/19	\$ 106,700	\$ -	\$ -	\$ 106,700	\$ -	\$ 106,700
Prevention Services	07/01/18-06/30/19	\$ 502,800	\$ -	\$ -	\$ 502,800	\$ -	\$ 502,800
Prince George's County Drug Grant (Project Safety Net)	07/01/18-06/30/19	\$ -	\$ 1,214,700	\$ -	\$ 1,214,700	\$ -	\$ 1,214,700
Recovery Support Services	07/01/18-06/30/19	\$ -	\$ 914,400	\$ -	\$ 914,400	\$ -	\$ 914,400
Senate Bill 512 Children In Need of Assistance	07/01/18-06/30/19	\$ -	\$ 60,000	\$ -	\$ 60,000	\$ -	\$ 60,000
Smart Reentry-QJP	07/01/18-06/30/19	\$ 997,400	\$ -	\$ -	\$ 997,400	\$ -	\$ 997,400
Substance Abuse Treatment Outcomes Partnership (STOP)	07/01/18-06/30/19	\$ -	\$ 762,500	\$ -	\$ 762,500	\$ 105,000	\$ 867,500
Temporary Cash Assistance	07/01/18-06/30/19	\$ -	\$ 455,900	\$ -	\$ 455,900	\$ -	\$ 455,900
Tobacco Administration	07/01/18-06/30/19	\$ -	\$ 19,800	\$ -	\$ 19,800	\$ -	\$ 19,800
Tobacco Cessation	07/01/18-06/30/19	\$ -	\$ 198,800	\$ -	\$ 198,800	\$ -	\$ 198,800
Tobacco Control Community	07/01/18-06/30/19	\$ -	\$ 102,900	\$ -	\$ 102,900	\$ -	\$ 102,900
Tobacco School Based	07/01/18-06/30/19	\$ -	\$ -	\$ 13,300	\$ 13,300	\$ -	\$ 13,300
Tobacco Enforcement Initiative	07/01/18-06/30/19	\$ 120,000	\$ -	\$ 5,000	\$ 125,000	\$ -	\$ 125,000
Implementation	09/30/18-09/29/19	\$ 997,200	\$ -	\$ -	\$ 997,200	\$ -	\$ 997,200
<b>Division of Behavioral Health Services Total</b>		\$ 6,615,900	\$ 10,531,300	\$ 18,300	\$ 17,065,500	\$ 105,000	\$ 17,170,500
<b><u>Division of Environmental Health and Disease Control</u></b>							
Bay Restoration (Septic) Fund	07/01/18-06/30/19	\$ -	\$ 265,000	\$ -	\$ 265,000	\$ -	\$ 265,000
Cities Readiness Initiatives (CRI)	07/01/18-06/30/19	\$ 144,900	\$ -	\$ -	\$ 144,900	\$ -	\$ 144,900
Hepatitis B Prevention	07/01/18-06/30/19	\$ 70,900	\$ -	\$ -	\$ 70,900	\$ -	\$ 70,900
Lead Paint Poisoning Prevention	07/01/18-06/30/19	\$ 61,000	\$ -	\$ -	\$ 61,000	\$ -	\$ 61,000
Public Health Emergency Preparedness (PHEP)	07/01/18-06/30/19	\$ 609,400	\$ -	\$ -	\$ 609,400	\$ -	\$ 609,400
<b>Division of Environmental Health and Disease Control Total</b>		\$ 886,200	\$ 265,000	\$ -	\$ 1,151,200	\$ -	\$ 1,151,200
<b><u>Division of Family Health Services</u></b>							
AIDS Case Management	07/01/18-06/30/19	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000
Babies Born Healthy	07/01/18-06/30/19	\$ -	\$ 129,500	\$ -	\$ 129,500	\$ -	\$ 129,500
Dental Sealant-D Driver Van	07/01/18-06/30/19	\$ -	\$ 270,000	\$ -	\$ 270,000	\$ -	\$ 270,000
Healthy Teens/Young Adults	07/01/18-06/30/19	\$ -	\$ 527,000	\$ -	\$ 527,000	\$ -	\$ 527,000

PROGRAM NAME	PROGRAM DATES	FEDERAL CASH	STATE CASH	OTHER CASH	TOTAL OUTSIDE SOURCES	COUNTY CASH	TOTAL PROGRAM SPENDING*
High Risk Infant (Infants at Risk)	07/01/18-06/30/19	\$ 117,700	\$ -	\$ -	\$ 117,700	\$ -	\$ 117,700
HIV Prevention Services	07/01/18-06/30/19	\$ 945,000	\$ -	\$ -	\$ 945,000	\$ -	\$ 945,000
Immunization Action Grant	07/01/18-06/30/19	\$ 230,000	\$ -	\$ 50,000	\$ 280,000	\$ -	\$ 280,000
Oral Disease and Injury Prevention	07/01/18-06/30/19	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
Oral Health Clinical Care	07/01/18-06/30/19	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000
Personal Responsibility Education	07/01/18-06/30/19	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ 75,000
Reproductive Health	07/01/18-06/30/19	\$ 173,000	\$ 270,000	\$ 87,000	\$ 530,000	\$ -	\$ 530,000
Ryan White Title I/Part A	03/01/17-02/28/18	\$ 248,300	\$ -	\$ -	\$ 248,300	\$ -	\$ 248,300
Ryan White Part B	07/01/18-06/30/19	\$ 2,267,100	\$ -	\$ -	\$ 2,267,100	\$ -	\$ 2,267,100
School Based Wellness Center (BOE)	07/01/18-06/30/19	\$ -	\$ -	\$ 850,000	\$ 850,000	\$ -	\$ 850,000
School Based Wellness Center (MSDE)	07/01/18-06/30/19	\$ -	\$ 406,000	\$ -	\$ 406,000	\$ -	\$ 406,000
STD Caseworker	07/01/18-06/30/19	\$ 1,350,000	\$ -	\$ -	\$ 1,350,000	\$ -	\$ 1,350,000
Surveillance and Quality Improvement	07/01/18-06/30/19	\$ 153,000	\$ -	\$ -	\$ 153,000	\$ -	\$ 153,000
Syringe Exchange	07/01/18-06/30/19	\$ -	\$ 49,000	\$ -	\$ 49,000	\$ -	\$ 49,000
TB Control Cooperative Agreement	07/01/18-06/30/19	\$ 225,000	\$ -	\$ -	\$ 225,000	\$ -	\$ 225,000
TB Refugee	07/01/18-06/30/19	\$ 600,000	\$ -	\$ -	\$ 600,000	\$ -	\$ 600,000
WIC Breast Feeding Peer Counseling	07/01/18-06/30/19	\$ 250,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
Women, Infants & Children (WIC)	07/01/18-06/30/19	\$ 2,465,000	\$ -	\$ -	\$ 2,465,000	\$ -	\$ 2,465,000
<b>Division of Family Health Services Total</b>		<b>\$ 12,074,100</b>	<b>\$ 1,776,500</b>	<b>\$ 987,000</b>	<b>\$ 14,837,600</b>	<b>\$ -</b>	<b>\$ 14,837,600</b>
<u><b>Division of Health and Wellness</b></u>							
Administrative Care Coordination Grant-Expansion	07/01/18-06/30/19	\$ 642,700	\$ 642,700	\$ -	\$ 1,285,400	\$ -	\$ 1,285,400
General Medical Assistance Transportation	07/01/18-06/30/19	\$ 1,912,800	\$ 1,912,800	\$ -	\$ 3,825,600	\$ -	\$ 3,825,600
Geriatric Evaluation and Review Services (Revenue)	07/01/18-06/30/19	\$ -	\$ -	\$ 907,600	\$ 907,600	\$ -	\$ 907,600
Geriatric Evaluation and Review Services (Grant)	07/01/18-06/30/19	\$ -	\$ 10,400	\$ -	\$ 10,400	\$ -	\$ 10,400
MCHP Eligibility Determination-PWC	07/01/18-06/30/19	\$ 2,118,500	\$ -	\$ -	\$ 2,118,500	\$ -	\$ 2,118,500
<b>Division of Health and Wellness Total</b>		<b>\$ 4,674,000</b>	<b>\$ 2,565,900</b>	<b>\$ 907,600</b>	<b>\$ 8,147,500</b>	<b>\$ -</b>	<b>\$ 8,147,500</b>
<u><b>OFFICE OF THE HEALTH OFFICER</b></u>							
Minority AIDS Initiative)	03/31/18-02/28/19	\$ 6,211,100	\$ -	\$ -	\$ 6,211,100	\$ -	\$ 6,211,100
Assistance in Community Integration Services (ACIS)		\$ 317,300	\$ -	\$ -	\$ 317,300	\$ 317,300	\$ 634,600
<b>Office of the Health Officer Total</b>		<b>\$ 6,528,400</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,528,400</b>	<b>\$ 317,300</b>	<b>\$ 6,845,700</b>
<b>HEALTH DEPARTMENT FY 2019 Total</b>		<b>\$ 30,678,600</b>	<b>\$ 16,138,700</b>	<b>\$ 1,912,900</b>	<b>\$ 47,730,200</b>	<b>\$ 422,300</b>	<b>\$ 48,162,500</b>
<u><b>DEPARTMENT OF SOCIAL SERVICES</b></u>							
<u><b>Family Investment Division</b></u>							
Affordable Care Act-Connector Program	07/01/18-06/30/19	\$ 1,638,900	\$ -	\$ -	\$ 1,638,900	\$ -	\$ 1,638,900
Administrative Support	10/01/18-09/30/19	\$ -	\$ 467,000	\$ -	\$ 467,000	\$ -	\$ 467,000
Without Dependent Supplemental Nutrition Assistance	10/01/18-09/30/19	\$ 180,100	\$ -	\$ -	\$ 180,100	\$ -	\$ 180,100
Foster Youth Summer Employment	07/01/18-06/30/19	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 100,000
Programs 02,06,10)	07/01/18-06/30/19	\$ 5,487,700	\$ -	\$ -	\$ 5,487,700	\$ -	\$ 5,487,700
<b>Family Investment Division Total</b>		<b>\$ 7,306,700</b>	<b>\$ 567,000</b>	<b>\$ -</b>	<b>\$ 7,873,700</b>	<b>\$ -</b>	<b>\$ 7,873,700</b>
<u><b>Community Services Division</b></u>							
Child and Adult Food Care Program	10/01/18-09/30/19	\$ 55,000	\$ -	\$ -	\$ 55,000	\$ -	\$ 55,000
Continuum of Care (Coc) Planning Project-1	10/01/18-09/30/19	\$ 166,600	\$ -	\$ -	\$ 166,600	\$ -	\$ 166,600
Coordinated Entry	07/01/18-06/30/19	\$ 280,000	\$ -	\$ -	\$ 280,000	\$ -	\$ 280,000
Emergency Food and Shelter (FEMA)	varies	\$ 281,000	\$ -	\$ -	\$ 281,000	\$ -	\$ 281,000

PROGRAM NAME	PROGRAM DATES	FEDERAL CASH	STATE CASH	OTHER CASH	TOTAL OUTSIDE SOURCES	COUNTY CASH	TOTAL PROGRAM SPENDING*
Emergency Solutions Grant (MD-DHCD)	07/01/18-06/30/19	\$ -	\$ 80,000	\$ -	\$ 80,000	\$ -	\$ 80,000
Emergency and Transitional Housing Services	07/01/18-06/30/19	\$ -	\$ 245,000	\$ -	\$ 245,000	\$ -	\$ 245,000
Homeless Management Information System	10/01/18-09/30/19	\$ 85,300	\$ -	\$ -	\$ 85,300	\$ -	\$ 85,300
Homeless Youth Demonstration Project	10/01/18-09/30/19	\$ 280,000	\$ -	\$ -	\$ 280,000	\$ -	\$ 280,000
Maryland Emergency Food Program	07/01/18-06/30/19	\$ -	\$ 27,500	\$ -	\$ 27,500	\$ -	\$ 27,500
Office of Home Energy Programs (MEAP & EUSP)	07/01/18-06/30/19	\$ 1,637,800	\$ -	\$ -	\$ 1,637,800	\$ -	\$ 1,637,800
Permanent Housing Program for People with Disabilities	06/01/18-5/31/19	\$ 665,300	\$ -	\$ -	\$ 665,300	\$ -	\$ 665,300
Placement Stability and Permanency for LGBT Foster Children	TBD	\$ -	\$ 294,300	\$ -	\$ 294,300	\$ -	\$ 294,300
Service Linked Housing	07/01/18-06/30/19	\$ -	\$ 151,600	\$ -	\$ 151,600	\$ -	\$ 151,600
Supporting Victims in Transition	TBD	\$ 68,400	\$ -	\$ -	\$ 68,400	\$ -	\$ 68,400
(CRA) Project	07/01/18-06/30/19	\$ -	\$ -	\$ 2,345,000	\$ 2,345,000	\$ 747,000	\$ 3,093,000
Transitional Center for Men	10/01/18-09/30/19	\$ 120,000	\$ -	\$ -	\$ 120,000	\$ -	\$ 120,000
Transitional Center for Men II	10/01/18-09/30/19	\$ 86,000	\$ -	\$ -	\$ 86,000	\$ -	\$ 86,000
Transitional Housing Program	08/01/18-07/31/19	\$ 695,500	\$ -	\$ -	\$ 695,500	\$ -	\$ 695,500
Veterans Stand Down and Homeless Resource Day	TBD	\$ -	\$ 12,000	\$ -	\$ 12,000	\$ -	\$ 12,000
Women's Services	07/01/18-06/30/19	\$ -	\$ 143,100	\$ -	\$ 143,100	\$ -	\$ 143,100
Community Services Division Total		\$ 4,420,900	\$ 953,500	\$ 2,345,000	\$ 7,720,400	\$ 747,000	\$ 8,467,400

**PROGRAM NAME**  
**Child and Adult Welfare Division**

Child Advocacy Center Accreditation Support	07/01/18-06/30/19	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 30,000
Child Advocacy Support Services	07/01/18-06/30/19	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000
Child Protective Services Clearance Screening	07/01/17-06/30/18	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ 125,000
Interagency Family Preservation	07/01/17-06/30/18	\$ -	\$ 1,278,200	\$ -	\$ 1,278,200	\$ -	\$ 1,278,200
Child and Adult Welfare Division Total		\$ -	\$ 1,448,200	\$ -	\$ 1,448,200	\$ -	\$ 1,448,200
FY 2019 Total		\$ 11,727,600	\$ 2,885,700	\$ 2,345,000	\$ 17,042,300	\$ 747,000	\$ 17,789,300

**INFRASTRUCTURE AND DEVELOPMENT**

**DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**

Local Bus Capital Grant	07/01/18-06/30/19	\$ 400,000	\$ 100,000	\$ -	\$ 500,000	\$ -	\$ 500,000
Maryland Bikeways	09/01/17-08/31/19	\$ -	\$ 257,200	\$ -	\$ 257,200	\$ 64,300	\$ 321,500
Rideshare Program	07/01/18-06/30/19	\$ -	\$ 269,100	\$ -	\$ 269,100	\$ -	\$ 269,100
(SSTAP)	07/01/18-06/30/19	\$ -	\$ 340,600	\$ -	\$ 340,600	\$ 37,900	\$ 378,500
Transportation Alternatives Program (TAP)	TBD	\$ -	\$ 707,300	\$ -	\$ 707,300	\$ 587,700	\$ 1,295,000
TRANSPORTATION		\$ 400,000	\$ 1,674,200	\$ -	\$ 2,074,200	\$ 689,900	\$ 2,764,100

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

**Housing and Community Development Division**

*Community Development Block Grant (CDBG) Entitlement	10/01/18-09/30/19	\$ 4,273,700	\$ -	\$ -	\$ 4,273,700	\$ -	\$ 4,273,700
CDBG Single Family Rehabilitation Loan Program Income	10/01/18-09/30/19	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Emergency Solutions Grant (ESG)	10/01/18-09/30/19	\$ 450,000	\$ -	\$ -	\$ 450,000	\$ -	\$ 450,000
Housing and Community Development Division Total		\$ 5,023,700	\$ -	\$ -	\$ 5,023,700	\$ -	\$ 5,023,700
Home Investment Partnership (HOME)	09/01/18-10/31/19	\$ 666,400	\$ -	\$ -	\$ 666,400	\$ -	\$ 666,400
Pathway to Purchase (P2P) HOME Homebuyer Activities	10/01/17-09/30/18	\$ 358,800	\$ -	\$ -	\$ 358,800	\$ -	\$ 358,800
HOME Loan Program Income	10/01/17-09/30/18	\$ 1,420,700	\$ -	\$ -	\$ 1,420,700	\$ -	\$ 1,420,700
Housing Development Division Total		\$ 2,445,900	\$ -	\$ -	\$ 2,445,900	\$ -	\$ 2,445,900

PROGRAM NAME	PROGRAM DATES	FEDERAL CASH	STATE CASH	OTHER CASH	TOTAL OUTSIDE SOURCES	COUNTY CASH	TOTAL PROGRAM SPENDING*
<u>Redevelopment Division</u>							
CDBG: Pathway to Purchase (P2P)	10/01/17-09/30/18	\$ 363,200	\$ -	\$ -	\$ 363,200	\$ -	\$ 363,200
		\$ 363,200	\$ -	\$ -	\$ 363,200	\$ -	\$ 363,200
FY 2018 Total		\$ 7,832,800	\$ -	\$ -	\$ 7,832,800	\$ -	\$ 7,832,800
*CDBG Grant consists of the CDBG Block Grant, Single Family Rehabilitation Loan Program Income and HOME							
<u>Housing Authority</u>							
<u>Housing Assistance Division</u>							
Conventional Public Housing	10/01/18-09/30/19	\$ 2,826,000	\$ -	\$ -	\$ 2,826,000	\$ -	\$ 2,826,000
Coral Gardens	10/01/18-09/30/19	\$ 112,600	\$ -	\$ -	\$ 112,600	\$ -	\$ 112,600
Homeownership - Marcy Avenue	10/01/18-09/30/19	\$ 13,300	\$ -	\$ -	\$ 13,300	\$ -	\$ 13,300
Public Housing Modernization/Capital Fund	10/01/18-09/30/19	\$ 88,500	\$ -	\$ -	\$ 88,500	\$ -	\$ 88,500
Housing Assistance Division Total		\$ 3,040,400	\$ -	\$ -	\$ 3,040,400	\$ -	\$ 3,040,400
<u>Bond Program</u>							
Bond Program	07/01/18-06/30/19	\$ -	\$ -	\$ 480,000	\$ 480,000	\$ -	\$ 480,000
Section 8 Housing Choice Voucher (HCV)	07/01/18-06/30/19	\$ 81,547,200	\$ -	\$ -	\$ 81,547,200	\$ -	\$ 81,547,200
Section 8 Moderate Rehabilitation	10/01/18-09/30/19	\$ 2,130,000	\$ -	\$ -	\$ 2,130,000	\$ -	\$ 2,130,000
Rental Assistance Division Total		\$ 83,677,200	\$ -	\$ 480,000	\$ 84,157,200	\$ -	\$ 84,157,200
Housing Authority Total		\$ 86,717,600	\$ -	\$ 480,000	\$ 87,197,600	\$ -	\$ 87,197,600
DEVELOPMENT/HOUSING AUTHORITY FY 2018 Total		\$ 94,550,400	\$ -	\$ 480,000	\$ 95,030,400	\$ -	\$ 95,030,400
<u>NON-DEPARTMENTAL</u>							
Public/Private Partnership Initiative		\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000
Unanticipated Grant Awards/Interim Appropriations		\$ -	\$ -	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000
NON-DEPARTMENTAL FY 2018 Total		\$ -	\$ -	\$ 5,000,000	\$ 5,000,000	\$ -	\$ 5,000,000
TOTAL FY 2018 GRANTS		\$ 152,883,900	\$ 38,207,200	\$ 10,759,400	\$ 201,850,500	\$ 4,293,000	\$ 205,143,500

\*Total Program Spending represents the total of County Cash and Total Outside Sources

	2019 PROPOSED BUDGET	ADJUSTMENTS	2019 REVISED BUDGET
<b><u>CIRCUIT COURT</u></b>			
<b><u>Seeking Justice, Restoring Hope (Family Justice Center)</u></b>			
Total Outside Sources	\$385,800	(\$385,800)	\$0
Federal	\$0	\$0	\$0
State	\$385,800	(\$385,800)	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$385,800	(\$385,800)	\$0
<b>TOTAL ADJUSTMENTS, CIRCUIT COURT</b>		(\$385,800)	
<b><u>POLICE DEPARTMENT</u></b>			
<b><u>Coordinated Localized Intelligence Project (CLIP)</u></b>			
Total Outside Sources	\$0	\$241,900	\$241,900
Federal	\$0	\$0	\$0
State	\$0	\$241,900	\$241,900
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$0	\$241,900	\$241,900
<b>TOTAL ADJUSTMENTS, POLICE DEPARTMENT</b>		\$241,900	
<b><u>OFFICE OF HOMELAND SECURITY</u></b>			
<b><u>State Homeland Security Grant (MEMA)</u></b>			
Total Outside Sources	\$384,600	\$100	\$384,700
Federal	\$0	\$0	\$0
State	\$384,600	\$100	\$384,700
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$384,600	\$100	\$384,700
<b><u>UASI-Exercise and Training Officer</u></b>			
Total Outside Sources	\$128,800	(\$128,800)	\$0
Federal	\$128,800	(\$128,800)	\$0
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$128,800	(\$128,800)	\$0
<b><u>UASI-National Incident Management Systems</u></b>			
<b><u>NIMS Compliance</u></b>			
Total Outside Sources	\$128,800	(\$128,800)	\$0
Federal	\$128,800	(\$128,800)	\$0
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$128,800	(\$128,800)	\$0

	2019 PROPOSED BUDGET	ADJUSTMENTS	2019 REVISED BUDGET
<u>UASI-Regional Planner</u>			
Total Outside Sources	\$362,900	(\$362,900)	\$0
Federal	\$362,900	(\$362,900)	\$0
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$362,900	(\$362,900)	\$0
<u>UASI-Regional Emergency Preparedness</u>			
Total Outside Sources	\$0	\$628,300	\$628,300
Federal	\$0	\$628,300	\$628,300
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$0	\$628,300	\$628,300
<b>TOTAL ADJUSTMENTS, OFFICE OF HOMELAND SECURITY</b>		<b>\$7,800</b>	
<b>DEPARTMENT OF THE ENVIRONMENT</b>			
<u>Watershed Assistance Grant-Lawn Aeration</u>			
Total Outside Sources	\$100,000	(\$100,000)	\$0
Federal	\$0	\$0	\$0
State	\$100,000	(\$100,000)	\$0
Other	\$0	\$0	\$0
County Cash	\$220,000	(\$220,000)	\$0
Total Program Spending	\$320,000	(\$320,000)	\$0
<b>TOTAL ADJUSTMENTS, DEPARTMENT OF THE ENVIRONMENT</b>		<b>(\$320,000)</b>	
<b>HEALTH DEPARTMENT</b>			
<u>General Fund Services Grant</u>			
Total Outside Sources	\$3,154,200	(\$98,700)	\$3,055,500
Federal	\$0	\$0	\$0
State	\$3,154,200	(\$98,700)	\$3,055,500
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$3,154,200	(\$98,700)	\$3,055,500
<u>Administrative/Local Addiction Authority (LAA)</u>			
Total Outside Sources	\$327,000	\$100	\$327,100
Federal	\$0	\$0	\$0
State	\$327,000	\$100	\$327,100
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$327,000	\$100	\$327,100
<u>Continuum of Care</u>			
Total Outside Sources	\$627,600	\$100	\$627,700
Federal	\$627,600	\$100	\$627,700
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$627,600	\$100	\$627,700

	2019 PROPOSED BUDGET	ADJUSTMENTS	2019 REVISED BUDGET
<u>Core Services Administrative Grant</u>			
Total Outside Sources	\$869,400	(\$79,300)	\$790,100
Federal	\$0	\$0	\$0
State	\$869,400	(\$79,300)	\$790,100
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$869,400	(\$79,300)	\$790,100
<u>Drug Court Services Grant</u>			
Total Outside Sources	\$131,600	\$100	\$131,700
Federal	\$0	\$0	\$0
State	\$131,600	\$100	\$131,700
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$131,600	\$100	\$131,700
<u>Federal Block Grant</u>			
Total Outside Sources	\$1,338,300	\$100	\$1,338,400
Federal	\$1,338,300	\$100	\$1,338,400
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$1,338,300	\$100	\$1,338,400
<u>Integration of Sexual Health in Recovery</u>			
Total Outside Sources	\$113,900	\$102,600	\$216,500
Federal	\$0	\$0	\$0
State	\$113,900	\$102,600	\$216,500
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$113,900	\$102,600	\$216,500
<u>Maryland Crisis Hotline</u>			
Total Outside Sources	\$89,800	\$75,100	\$164,900
Federal	\$0	\$0	\$0
State	\$89,800	\$75,100	\$164,900
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$89,800	\$75,100	\$164,900
<u>Maryland Opioid Rapid Response Grant</u>			
Total Outside Sources	\$50,100	\$100	\$50,200
Federal	\$0	\$0	\$0
State	\$50,100	\$100	\$50,200
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$50,100	\$100	\$50,200
<u>Mental Health Services Grant</u>			
Total Outside Sources	\$1,813,300	(\$217,400)	\$1,595,900
Federal	\$0	\$0	\$0
State	\$1,813,300	(\$217,400)	\$1,595,900
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$1,813,300	(\$217,400)	\$1,595,900

	2019 PROPOSED BUDGET	ADJUSTMENTS	2019 REVISED BUDGET
<u>Offender Reentry Program (PGCORP)</u>			
Total Outside Sources	\$437,300	(\$302,900)	\$134,400
Federal	\$437,300	(\$302,900)	\$134,400
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$437,300	(\$302,900)	\$134,400
<u>Prevention Services</u>			
Total Outside Sources	\$502,700	\$100	\$502,800
Federal	\$502,700	\$100	\$502,800
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$502,700	\$100	\$502,800
<u>Substance Abuse Treatment Outcomes Partnership (STOP)</u>			
Total Outside Sources	\$645,500	\$117,000	\$762,500
Federal	\$0	\$0	\$0
State	\$645,500	\$117,000	\$762,500
Other	\$0	\$0	\$0
County Cash	\$105,000	\$0	\$105,000
Total Program Spending	\$750,500	\$117,000	\$867,500
<u>Tobacco Control Community</u>			
Total Outside Sources	\$70,200	\$32,700	\$102,900
Federal	\$0	\$0	\$0
State	\$70,200	\$32,700	\$102,900
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$70,200	\$32,700	\$102,900
<u>Wrap-Around Prince George's (System of Care) Implementation</u>			
Total Outside Sources	\$997,100	\$100	\$997,200
Federal	\$997,100	\$100	\$997,200
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$997,100	\$100	\$997,200
<u>Syringe Exchange Program</u>			
Total Outside Sources	\$0	\$49,000	\$49,000
Federal	\$0	\$0	\$0
State	\$0	\$49,000	\$49,000
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$0	\$49,000	\$49,000
<u>Assistance in Community Integration Services (ACIS) Grant</u>			
Total Outside Sources	\$0	\$317,300	\$317,300
Federal	\$0	\$317,300	\$317,300
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$317,300	\$317,300
Total Program Spending	\$0	\$634,600	\$634,600
<b>TOTAL ADJUSTMENTS, HEALTH DEPARTMENT</b>		<b>(\$3,900)</b>	

	2019 PROPOSED BUDGET	ADJUSTMENTS	2019 REVISED BUDGET
<b>DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT</b>			
<u>Community Development Block Grant (CDBG) Entitlement</u>			
Total Outside Sources	\$4,636,900	(\$363,200)	\$4,273,700
Federal	\$4,636,900	(\$363,200)	\$4,273,700
State	\$0	\$0	\$0
Other	\$0	\$0	\$0
County Cash	\$0	\$0	\$0
Total Program Spending	\$4,636,900	(\$363,200)	\$4,273,700
<b>TOTAL ADJUSTMENTS, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT</b>		(\$363,200)	
<b>TOTAL FEDERAL PROGRAMS, TOTAL OUTSIDE SOURCES</b>	<b>\$202,453,600</b>	<b>(\$603,100)</b>	<b>\$201,850,500</b>
<b>TOTAL FEDERAL PROGRAMS, TOTAL COUNTY CASH</b>	<b>\$4,195,700</b>	<b>\$97,300</b>	<b>\$4,293,000</b>
<b>TOTAL FEDERAL PROGRAMS, TOTAL PROGRAM SPENDING</b>	<b>\$206,649,300</b>	<b>(\$505,800)</b>	<b>\$206,143,500</b>

## **EXPLANATION OF ADJUSTMENTS**

### **Circuit Court**

An adjustment totaling \$385,800 is needed for the Seeking Justice, Restoring Hope (Family Justice Center) program. This award was initially awarded in FY 2016 for a period of two years however, the grantor only provided funding for the first year in the Notice of Grant Award. The second year of funding was received and appropriated in FY 2018 via the pending grant resolution.

### **Police Department**

An adjustment totaling \$241,400 is needed for the Coordinated Localized Intelligence Project (CLIP) Grant. If awarded, the funding will be used redesign the information sharing process to produce timely, relevant and actionable criminal intelligence across a variety of investigative components within multiple law enforcement agencies.

### **Office of Homeland Security**

An adjustment totaling \$241,900 is needed due to combining the UASI NIMS, Exercise and Training and Regional Planner programs into one program which will be the UASI Regional Emergency Preparedness Program effective January 1, 2019. The Office anticipates they will receive \$628,300 for this new initiative.

### **Department of the Environment**

An adjustment totaling (\$320,000) is needed for the Watershed Assistance Grant-Lawn Aeration Grant. The Department is no longer pursuing this grant opportunity.

### **Health Department**

An adjustment totaling (\$98,700) is needed for the Addictions Treatment Grant now known as the General Fund Services Grant. The reduction is based on the recent award notification received by the agency.

An adjustment totaling \$100 is needed for the Administrative /Local Addiction Authority (LAA) Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$100 is needed for the Continuum of Care Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling (\$79,300) is needed for the Core Services Administrative Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$100 is needed for the Drug Court Services Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$100 is needed for the Federal Block Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$102,600 is needed for the Integration of Sexual Health in Recovery Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$75,100 is needed for the Maryland Crisis Hotline Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$100 is needed for the Maryland Opioid Rapid Response Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling (\$217,400) is needed for the Mental Health Services Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling (\$302,900) is needed for the Offender Reentry Program (PGCORP) Grant. The grantor has approved the carryover of \$134,400.

An adjustment totaling \$100 is needed for the Prevention Services Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$117,000 is needed for the Substance Abuse Treatment Outcomes Partnership (STOP) Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$32,700 is needed for the Tobacco Control Community Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$100 is needed for the Wrap-Around Prince George's (System of Care) Implementation Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$49,000 is needed for the Syringe Exchange Grant. This adjustment will allow the agency to spend the anticipated award.

An adjustment totaling \$634,600 is needed for the Assistance in Community Integration Services (ACIS) Grant. This adjustment will allow the agency to spend the anticipated award.

**Department of Housing and Community Development**

An adjustment totaling (\$363,200) is needed for the Community Development Block Grant. The previous appropriation level included the funding that will provide operational and staff to the Redevelopment Authority.

Changes to the Proposed FY 2019 – 2024 Capital Improvement Program

Project	Change (in millions)
<b>BOARD OF EDUCATION</b>	
A/C UPGRADES	FY 2020, FY 2021, FY 2022, FY 2023 GOB funding increased by \$10,000 each year; FY 2024 GOB funding increased by \$8,050. Total project increases \$48,050 to \$74,155.
APPLE GROVE ES	FY 2023 "Other" funding reduced by \$500 to \$0. FY 2024 "Other" funding reduced \$2,000 to \$500. Beyond increased \$2,500 from \$28,889 to \$31,389. The project justification was updated to reflect this is a Cycle 2 project per the Educational Facility Master Plan.
ASBESTOS CEILING TILE REPLACEMENT	FY 2019 GOB funding increases \$550 to \$800. Total project costs increase \$550 to \$11,672.
BENJAMIN TASKER	FY 2019 "Other" funding reduced from \$500 to \$0; FY 2020 "Other" funding reduced from \$5,000 to \$0. FY 2021 State funding reduced from \$12,848 to \$0 and "Other" funding reduced from \$15,485 to \$0; FY 2022 State funding reduced from \$15,000 to \$0 and "Other" funding reduced from \$17,215 to \$0; FY 2023 "Other" funding increases from \$0 to \$500; FY 2024 "Other" funding increases from \$0 to \$5,000; Beyond State funding increases from \$0 to \$34,166 and "Other" funding increases from \$0 to \$46,667. Total project costs increase \$20,285 from \$66,048 to \$86,333. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.
BENJAMIN STODDERT MS	FY 2020 "Other" funding decreased \$5,000 to \$0 and GOB funding increased from \$0 to \$5,000. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.
BERWYN HEIGHTS ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
BOWIE HS ANNEX LIMITED RENOVATION	FY 2019 State funding increases \$5,501 to \$11,675 and GOB funding increases \$6,276 to \$14,190; Total project cost increases \$7,895 to \$25,865. The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
BURIED FUEL TANK REPLACEMENTS	FY 2021 GOB funding increases by \$50 to \$1,050. FY 2022, FY 2023 and FY 2024 GOB funding reduced from \$1,000 to \$0 each fiscal year. Total project costs decrease from \$17,174 to \$14,224.
C. ELIZABETH REIG ES RENOVATION	FY 2019 GOB funding increases from \$0 to \$3,709 and State funding increases from \$0 to \$4,001. FY 2020 GOB funding decreases from \$3,709 to \$0 and State funding decreases from \$4,001 to \$0. Beyond GOB funding increases from \$0 to \$18,337 and State funding increases from \$0 to \$5,777. Total project costs increase from \$7,774 to \$31,888. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.

Changes to the Proposed FY 2019 – 2024 Capital Improvement Program

Project	Change (in millions)
<b>BOARD OF EDUCATION</b>	
CALVERTON ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
CENTRAL GARAGE/TRANSPORTATION	FY 2019 GOB funding decreases \$1,500 to \$500. Total project costs decrease from \$18,470 to \$16,970.
CHARLES CARROLL MS SEI RENOVATION	FY 2022 State funding decreases \$4,394 to \$19,126 and Other funding increases \$4,394 to \$23,520. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.
CHEROKEE LANE ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
CODE CORRECTIONS	FY 2019 GOB funding reduced by \$1,500 to \$500. Total project costs decrease from \$28,363 to \$26,863.
DREW FREEMAN MS	FY 2019 "Other" funding reduced \$1,000 to \$2,000. FY 2020 State funding reduced \$3,000 to \$0 and Other funding reduced \$2,000 to \$3,000. FY 2021 State funding increases \$2,021 to \$12,480 and "Other" funding increases \$4,967 to \$19,967. FY 2022 State funding increases \$15,236 to \$18,502 and "Other" funding increases \$16,614 to \$21,315. FY 2023 State increases from \$0 to \$3,442 and "Other" funding increases from \$0 to \$2,491. Total project costs increase from \$44,426 to \$83,197. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.
ELEMENTARY SCHOOL AREA 3	FY 2019 "Other" funding reduced by \$2,000 to \$0. Total project costs decrease from \$53,076 to \$51,076.
FAIRMONT HEIGHTS	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
FRANCIS FUCHS ECC LR	FY 2021 "Other" funding decreases by \$500 to \$500. FY 2022 State funding decreases from \$7,312 to \$0 and "Other" funding decreases \$6,309 to \$2,500. FY 2023 State funding increases from \$0 to \$6,050 and "Other" funding increases from \$0 to \$6,377. FY 2024 State funding increases from \$0 to \$5,974 and "Other" funding from \$0 to \$3,492. Total project costs increase from \$17,121 to \$24,893. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.
GWYNN PARK MS	FY 2022 "Other" funding decreased \$2,500 to \$500; FY 2023 State funding decreased from \$3,000 to \$0; FY 2024 State funding decreases \$10,327 to \$10,340 and "Other" funding decreases \$4,546 to \$17,714. Beyond State funding increases from \$0 to \$18,069 and "Other" funding increases from \$0 to \$17,442. Total project costs increase from \$53,927 to \$69,065. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.

**Changes to the Proposed FY 2019 – 2024 Capital Improvement Program**

Project	Change (in millions)
<b>BOARD OF EDUCATION</b>	
GWYNN PARK HS	FY 2020 “Other” funding decreases by \$500 to \$500; FY 2021 State funding decreases from \$10,000 to \$0 and “Other” funding decreases \$27,500 to \$2,500. FY 2022 State funding increases \$5,616 to \$15,616 and “Other” funding increases \$12,952 to \$26,673; FY 2023 State funding increases \$1,523 to \$14,575 and “Other” funding increases from \$0 to \$14,575; FY 2024 State funding increases from \$0 to \$15,717 and “Other” funding increases from \$0 to \$13,952. Total project cost increase from \$77,773 to \$104,108. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.
HIGH POINT HS	FY 2022 “Other” funding decreases \$500 to \$500; FY 2023 State funding increases \$15,496 to \$25,496 and “Other” funding decreases \$25,000 to \$5,000; FY 2024 State funding increases \$1,035 to \$50,701 and “Other” funding decreases \$12,885 to \$43,458. Beyond “Other” funding increases from \$0 to \$44,820. Total project costs increase from \$147,009 to \$169,975. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.
HYATTSVILLE ES	FY 2019 “Other” reduced by \$1,500 to \$500; FY 2020 State funding reduced by \$5,000 to \$0 and “Other” funding reduced by \$8,000 to \$2,000; FY 2021 State funding increases by \$5,053 to \$8,000 and Other funding increases by \$7,464 to \$12,092; FY 2022 State funding increases from \$0 to \$9,609 and “Other” funding increases from \$0 to \$9,396. Total project costs increase from \$24,575 to \$41,597. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.
HYATTSVILLE MS	FY 2022 “Other” funding decreases \$2,500 to \$500; FY 2023 State funding decreases from \$15,000 to \$0 and “Other” funding decreases \$10,000 to \$5,000; FY 2024 State funding increases \$1,342 to \$13,527 and “Other” funding decreases \$2,189 to \$23,103. Beyond State funding increases from \$0 to \$27,344 and “Other” funding increases from \$0 to \$20,704. Total project costs increase from \$70,477 to \$90,178. The project justification was updated to reflect this is a Cycle 1 project per the Educational Facility Master Plan.
INTERNATIONAL SCHOOL AT LANGLEY PARK	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.

Changes to the Proposed FY 2019 – 2024 Capital Improvement Program

Project	Change (in millions)
<b>BOARD OF EDUCATION</b>	
JAMES MCHENRY ES	FY 2024 Other funding decreased by \$2,500 to \$2,500; Beyond years State funding decreased by \$13,434 to \$17,610 and Other funding decreased by \$1,493 to \$20,940; total project decreased \$17,427 to \$41,550. The project justification was updated to reflect this as a Cycle 2 project per the Educational Facility Master Plan.
JAMES DUCKWORTH ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
KENMOOR MS	FY 2021 State funding decreased by \$2,522 to \$13,568 and Other funding increased by \$2,522 to \$16,090. The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
LAND & BUILDING ACQUISITION	FY 2019 GOB decreased by \$1,550 to \$1450; FY 2020 thru 2024, GOB increased by \$710 to \$2,710 each year; in the beyond years, GOB increased from \$0 to \$2,000
LEAD REMEDIATION	FY 2019 GOB increased by \$1,300 to \$1,500 and again in FY 2020 to \$1500.
LONGFIELDS ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
MAJOR EMERGENCY REPAIRS	FY 2019 GOB funding decreases by \$1,000 to \$10,368; the project name was updated to "Major Repairs Lifecycle Replacements".
MARGARET BRENT ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
NEW ADELPHI AREA MS #1	FY 2019 GOB funding reduced by \$2,000 to \$3,000; FY 2020 GOB funding increased by \$1,000 to \$11,545. Total project cost decreases from \$91,623 to \$90,623. The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
NEW GLENRIDGE AREA MS #2	FY 2019 GOB funding reduced by \$1,000 to \$4,000. Total project cost decreases from \$91,623 to \$90,623. The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
NORTHERN AREA HS #1 AREA 38	Project planning updated to show a shift outward by one year. FY 2021 State funding reduced by \$13,413 to \$0; FY 2022 reduced by \$6918 to \$13,413; FY 2023 reduced by \$889 to \$20,331; FY 2024 increased by \$889 to \$21,220; Beyond years increased by \$20,331. Other funding decreased in FY 2020 by \$5000 to \$0; FY 2021 decreased by \$11,565 to \$5000; FY 2022 decreased by \$1245 to \$16,565; FY 2023 decreased by \$2943 to \$17,810; FY 2024 increased by \$2443 to \$20,753; Beyond years increased by \$18,310. The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.

Changes to the Proposed FY 2019 – 2024 Capital Improvement Program

Project	Change (in millions)
<b>BOARD OF EDUCATION</b>	
PARKING LOTS/DRIVEWAYS	Project total reduced by \$29,736 to \$22,717. FY 2020 GOB funding was decreased by \$5,761 to \$2,239; FY 2021 decreased by \$5,975 to \$2,025; FY 2022 decreased by \$6,000 to \$2,000; FY 2023 decreased by \$6,000 to \$2,000; FY 2024 decreased by \$6,000 to \$2,000.
PLANNING APPROVAL	FY 2019 GOB reduced by \$1,000 to \$1,000; project planning period updated; project total increased by \$4,500 to \$48,250; Other funding increased in FY 2020 by \$500 to \$5500; in FY 2021 it increased by \$1,000 to \$6,000; in FY 2022 increased by \$1,000 to \$6,000; in FY 2023 increased by \$1,000 to \$6,000; in FY 2024 increased \$2000 to \$7000; project name was updated to "Planning and Design".
PLAYGROUND EQUIPMENT	Project planning period was updated; FY 2019 GOB reduced by \$180 to \$0; FY 2020 was reduced by \$425 to \$360; FY 2022 was increased by \$60 to \$270 and FY 2023 was decreased by \$60 to \$150. The project total was reduced by \$605 to \$3,898; project name was updated to "Playground Equipment Play Field Repl."
POTOMAC LANDING ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
QUALIFIED ZONE ACADEMY BOND (QZAB) PROGRAM	FY 2019 "Other" funding reduced by \$1,000 to \$0; project planning period updated; Other funding was reduced for FY 2020 through FY 2024 by \$1000 for each year; reduced project total by \$6,000 to \$2,769.
RIVERDALE ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
ROGERS HEIGHTS ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
ROSE VALLEY ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
SAFE PASSAGES TO SCHOOL	Project planning updated; project total increased by \$5,600 to \$7,000. This increased GOB by \$1,120 for each year for FY 2020 through FY 2024.
SECURITY UPGRADES	Project total increased by \$13,200 to \$25,071. FY 2019 GOB decreased by \$800 to \$3,000; FY 2020 through FY 2024 increased by \$2,800 to \$3000 per year.
SPRINGHILL LAKE ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
STEPHEN DECATUR MS SEI RENOVATION	FY 2019 State funding reduced by \$2,101 to \$8,200. Total project cost decreased from \$19,606 to \$17,505.
SUITLAND HS	FY 2019 GOB funding reduced by \$1,000 to \$6,000. Total project cost decreased from \$191,612 to \$190,612. The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
SYSTEMIC REPLACEMENTS 2	FY2019 State funding increased by \$17,866 to \$32,953; FY 2020 GOB funding increased \$16,382 to \$20,000; project total updated to \$555,901.

**Changes to the Proposed FY 2019 – 2024 Capital Improvement Program**

<b>Project</b>	<b>Change (in millions)</b>
<b>BOARD OF EDUCATION</b>	
TEMPLETON ES	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
THOMAS JOHNSON MS	The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
TULIP GROVE ES REPLACEMENT	FY 2018 estimated decreased by \$7,818 to \$14,346; project total reduced by the same reflecting a new total of \$19,093. The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
WALKER MILL MS	Project total cost increased by \$4,103 to \$82,756. Beyond State funding increased from \$0 to \$3,416. Beyond Other funding increased from \$0 to \$687. The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
WILLIAM SCHMIDT EDUCATIONAL CENTER	FY 2019 reduced State funding by \$5,000 to \$0; amount shifted to FY 2020 increase the State amount to \$15,966.
WILLIAM WIRT MS DEMOLITION & REPLACEMENT	FY 2019 reduced by \$4,500 reflecting a State funding decrease to \$0; amount shifted to FY 2020 at \$ 13,500; no change to project total cost. The project justification was updated to reflect this as a Cycle 1 project per the Educational Facility Master Plan.
<b>DPW&amp;T</b>	
CURB & ROAD REHABILITATION 2	Increased the FY 2019 GOB funding by \$5,310 to \$27,000.
GREEN STREET IMPROVEMENTS	Reduced FY 2019 GOB funding by \$1,800 to \$7,917; reduced FY 2020 GOB funding by \$1,200 to \$7,070; Increased FY 2021 and FY 2022 GOB funding by \$1,800 and \$1,200 to \$7,870 and \$8,430 respectively. This change reflects the new plan for the Campus Drive Green Street project.
MAJOR RECONSTRUCTION PROGRAM (DPWT)	Increased the FY 2019 SWBD funding by \$2,250 to \$11,759 to support the Riverdale Channel and Berwyn Heights Stormwater projects; Increased FY 2020 SWBD funding by \$1,500 to \$7,900 to support the Riverdale Channel Project.
DEVELOPER CONTRIBUTION PROJECTS	FY 2019 and FY 2020 GOB funding increases by \$1,600 each fiscal year to support the MD 193/Oak Grove Road Project.

**Changes to the Proposed FY 2019 – 2024 Capital Improvement Program**

Project	Change (in millions)
<b>DPW&amp;T</b>	
BRANDYWINE ROAD CLUB PRIORITY PROJECTS	Total project costs increase to \$7,600 to reflect additional developer contributions. FY 2019 "Other" funding increases \$2,600 to \$4,850. The project description is updated to indicated funding shall be derived from existing Brandywine Road Club funds (\$5.1M) and \$8.5M in additional funding from the developer of the Villages of Timothy Branch, including an estimated \$2.1M credited for additional Brandywine Road Club payments, subject to changes in the project costs. The reason for this change is that the project's cost has increased by \$2.6 million, all of which is to be borne by developer funds, not taxpayers.
TRANSIT ORIENTED DEVELOPMENT INFRASTRUCTURE	Text added to description – FY 2019 Other funds reflect \$1 million PAYGO contribution for the United States Citizenship and Immigration Services project at Branch Avenue Metro Station.
<b>CIRCUIT COURT</b>	
COURTHOUSE RENOVATIONS/SECURITY UPGRADES	FY 2019 and FY 2020 GOB funding increased by \$4,500 with an additional \$5,000 for FY 2021; increases project total to \$31,374.
<b>LIBRARY</b>	
LANGLEY PARK BRANCH	Additional description was added: The new facility will include various information technology upgrades and improvements to accommodate the latest forms of user hardware, space for early childhood activities, young adult activities, and various community meeting rooms.
<b>REDEVELOPMENT AUTHORITY</b>	
COUNTY REVITALIZATION	Project description language adjusted to reflect the following: In FY 2019, the \$1M in PAYGO funds support the following programs: Community Impact Grant Program (\$250,000), Commercial Revitalization Program (\$250,000), TOD Placemaking Implementation Program (\$250,000) and the Northern Gateway Revitalization Program (\$250,000).
<b>REVENUE AUTHORITY</b>	
SUITLAND PROJECT	FY 2018 estimate: Land category increases by \$9,200 million to \$23,200; Other category decrease by \$3,000 to \$7,000. FY 2019: Land category decreases by \$909 to \$2,091; Other category increases from \$0 to \$3,000. FY 2020: Land category increases from \$0 to \$2,709. FY 2019 Revenue Bond funding decreased \$909 to \$2,091. FY 2019 "Other" funding increased from \$0 to \$3,000. FY 2020 Revenue Bond funding increased from \$0 to \$2,709. This change reflects the current anticipated spending plan for this project. The description was updated to reflect that "Other" funding includes PAYGO funds allocated in FY 2017.

**Changes to the Proposed FY 2019 – 2024 Capital Improvement Program**

<b>Project</b>	<b>Change (in millions)</b>
<b>POLICE</b>	
NATIONAL HARBOR PUBLIC SAFETY BUILDING	New Project; a public safety facility at National Harbor; total project cost is \$5M; in FY 2019, funding includes \$1M in Developer contributions and Other funding which includes \$1M of PAYGO funds.
TRAINING/ADMINISTRATIVE HEADQUARTERS	FY 2019 GOB funding increases by \$3,500 to \$5,500. Total project costs increase from \$74,719 to \$78,219.
FORENSIC LAB RENOVATIONS	FY 2019 "Other" funding decreased by \$3,500 to \$6,100. FY 2021 "Other" funding increases from \$0 to \$3,500.
<b>M-NCPPC</b>	
EXHIBIT 4A	Changes to Prior Approved CIP
EXHIBIT 4B	Adjustments to the Proposed FY 2019 – FY 2024 Capital Improvement Program

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
A4778641	AC UPGRADES	BOARD OF EDUCATION	
COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	
PLANNING AREA	Multi-District	Rehabilitation	
ADDRESS	Not Applicable	Instruction	
	County-wide		

EXPENDITURE SCHEDULE (000.S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	1000	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	71959	8538	3420	11950	10000	10000	10000	10000	8050
EQUIP	1000	0	0	0	0	0	0	0	0
OTHER	198	198	0	0	0	0	0	0	0
TOTAL	74155	10735	3420	60000	10000	10000	10000	10000	8050

FUNDING SCHEDULE (000.S)									
G O BDS	63735	2496	1239	60000	11950	10000	10000	10000	8050
OTHER	10420	10000	420	0	0	0	0	0	0
TOTAL	74155	12496	1659	60000	11950	10000	10000	10000	8050

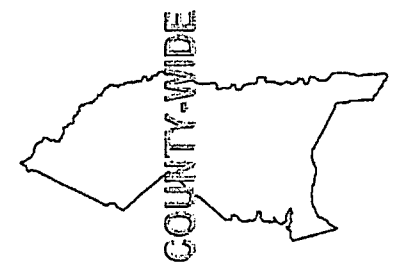
DESCRIPTION: This project provides funding to complete air conditioning in classrooms, multi-purpose rooms, and other instructional rooms in elementary, middle, and high schools, as well as other instructional facilities. The FY 2018 "Other" funding will come from VLT funds to support systemic condensate piping replacement at Thurgood Marshall MS.

JUSTIFICATION: There remains a need to complete air-conditioning in several instructional rooms in elementary, middle, and high schools, as well as other instructional facilities.

DEBT SERVICE	5736
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	5736
COST SAVINGS	0

YEAR FIRST IN CIP	FY 2001
YEAR FIRST IN CAPITAL BUDGET	FY 2004
CURRENT AUTH. THRU	FY 18 18598
CUMULATIVE APPROP. THRU	FY 18 14155
APPROPRIATION REQUESTED	11950
BONDS SOLD	3735
OTHER FUNDS	10420
TOTAL FUNDS RECEIVED	14155
EXPENDITURES & ENCUMBRANCES	14155
UNENCUMBERED BALANCE	0

PROJECT STATUS	Publicly Owned Land
LAND STATUS	Design Stage
PERCENT COMPLETED	97
ESTIMATED COMPLETION DATE	08/2018



THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
AA777226	APPLE GROVE ES	BOARD OF EDUCATION	DEBT SERVICE 0 MAINTENANCE COSTS 0 OPERATING COSTS 0 TOTAL 0 COST SAVINGS 0
COUNCIL DIST PLANNING AREA ADDRESS Eight Henson Creek 7400 Belfield Avenue LOCATION AND CLASSIFICATION STATUS CLASS FUNCTION Original Replacement Instruction			

EXPENDITURE SCHEDULE (000.S)										APPROPRIATION DATA (000.S)			
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	YEAR FIRST IN CIP	FY 2017
PLANS	500	0	0	500	0	0	0	0	0	500	0	YEAR FIRST IN CIP	FY XX
LAND	0	0	0	0	0	0	0	0	0	0	0	CURRENT AUTH. THRU	FY 18 0
CONST	31389	0	0	0	0	0	0	0	0	0	31389	CUMULATIVE APPROP. THRU	FY 18 0
EQUIP	0	0	0	0	0	0	0	0	0	0	0	APPROPRIATION REQUESTED	0
OTHER	0	0	0	0	0	0	0	0	0	0	0	BONDS SOLD	0
TOTAL	31889	0	0	500	0	0	0	0	0	500	31389	OTHER FUNDS	0
												TOTAL FUNDS RECEIVED	0
												EXPENDITURES & ENCUMBRANCES	0
												UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000.S)										PROJECT STATUS			
STATE	14461	0	0	0	0	0	0	0	0	14461	LAND STATUS	No Land Involved	
OTHER	17428	0	0	500	0	0	0	0	0	16928	PROJECT STATUS	Design Not Begun	
TOTAL	31889	0	0	500	0	0	0	0	0	31389	PERCENT COMPLETED	0	
											ESTIMATED COMPLETION DATE	08/2025	

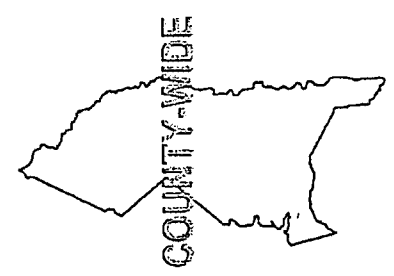
DESCRIPTION AND JUSTIFICATION	MAP
DESCRIPTION: A full renovation/replacement and addition is recommended for Apple Grove Elementary School (Planning Area 29) driven by educational adequacy deficiencies and poor condition of the building systems.  JUSTIFICATION: This project is a cycle 2 school per the Prince George's County Public Schools Educational Facility Master Plan.	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
A0774563	ASBESTOS CEILING TILE REPLACEMENT	BOARD OF EDUCATION	
COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	
Multi-District Not Applicable County-wide		Continued Rehabilitation Instruction	
DEBT SERVICE			1001
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			1001
COST SAVINGS			0

EXPENDITURE SCHEDULE (000.S)										APPROPRIATION DATA (000.S)			
TOTAL	THRU FY 17	EST FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	YEAR FIRST IN CIP	FY 1997	FY 2001
PLANS	0	0	0	0	0	0	0	0	0	0	CURRENT AUTH. THRU	FY 18 10779	FY 18 6872
LAND	0	0	0	0	0	0	0	0	0	0	CUMULATIVE APPROX. THRU		
CONST	11672	3441	3431	800	800	800	800	800	800	800	APPROPRIATION REQUESTED	800	
EQUIP	0	0	0	0	0	0	0	0	0	0	BONDS SOLD	6322	
OTHER	0	0	0	0	0	0	0	0	0	0	OTHER FUNDS	550	
TOTAL	11672	3441	3431	800	800	800	800	800	800	800	TOTAL FUNDS RECEIVED	6872	
											EXPENDITURES & ENCUMBRANCES	6872	
											UNENCUMBERED BALANCE	0	

FUNDING SCHEDULE (000.S)				PROJECT STATUS			
G O BDS	11122	3441	2881	LAND STATUS	Publicly Owned Land		
OTHER	550	0	550	PROJECT STATUS	Under Construction		
TOTAL	11672	3441	3431	PERCENT COMPLETED	12		
				ESTIMATED COMPLETION DATE	06/2024		

DESCRIPTION AND JUSTIFICATION	MAP
<p>DESCRIPTION: This project provides funding for the abatement and replacement of all asbestos ceiling tiles throughout the school system. FY 2018 "other" funding will come from Rosecroft funds and support tile replacements at Apple Grove ES (\$200K), Crossland HS (\$50K), Isaac Gourdine MS (\$250K) and Tayac ES (\$50).</p> <p>JUSTIFICATION: New ceiling tiles will improve the learning environment of the schools and help prevent any potential incidents involving asbestos exposure. New tiles will also make a large improvement in the school's appearance. Many of the existing tiles that contain asbestos are stained from age or roof leaks and cannot legally be replaced piece meal.</p>	 <p>COUNTY-WIDE</p>

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA777211	BENJAMIN TASKER MS	BOARD OF EDUCATION

COUNCIL DIST	LOCATION AND CLASSIFICATION
Four	STATUS
City of Bowie	CLASS
4901 Collington Road	FUNCTION
ADDRESS	Original Replacement Instruction

EXPENDITURE SCHEDULE (000.S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	86333	0	5500	0	0	0	0	500	5000
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	86333	0	5500	0	0	0	0	500	5000

APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000.S)									
STATE	34166	0	0	0	0	0	0	0	34166
OTHER	52167	0	5500	0	0	0	0	500	46667
TOTAL	86333	0	5500	0	0	0	0	500	80833

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: A limited renovation is recommended for Benjamin Tasker Middle School (Planning Area 35) driven by educational adequacy deficiencies and poor condition of the building systems. Using the Board-adopted prototypical educational specifications, the EFMP recommends reconfiguration of existing spaces for a revised maximum capacity of 1000.</p> <p>JUSTIFICATION: Benjamin Tasker MS is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>	

OPERATING IMPACT (000.S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS

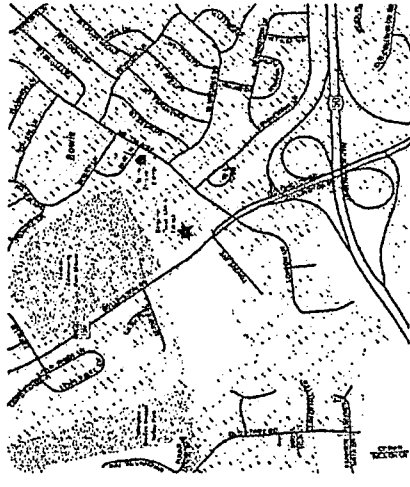
  

APPROPRIATION DATA (000.S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
FY 2017
FY XX
FY 18
FY 18

PROJECT STATUS
LAND STATUS
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE

MAP


THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	BOARD OF EDUCATION
AA777204	BENJAMIN STODDERT MS		
COUNCIL DIST PLANNING AREA ADDRESS			
Seven Henson Creek 2501 Olson Street			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION		Original Replacement Instruction	

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	500	0	500	500	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	65548	0	65548	0	5000	28333	32215	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	66048	0	66048	500	5000	28333	32215	0	0

FUNDING SCHEDULE (000,S)									
G O B D S	5500	0	0	5500	5000	0	0	0	0
STATE	27848	0	0	27848	0	12848	15000	0	0
OTHER	32700	0	0	32700	0	15485	17215	0	0
TOTAL	66048	0	0	66048	5000	28333	32215	0	0

DESCRIPTION AND JUSTIFICATION

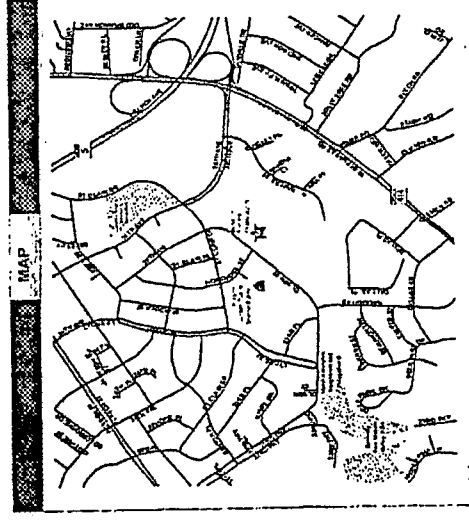
DESCRIPTION: A full renovation/replacement is recommended for Benjamin Stoddert Middle School, driven by educational adequacy deficiencies, an inefficient building layout and the poor condition of the building systems. The current SRC is 808 with a projected 2023 enrollment of 621. With 6th grade realignment from the elementary school feeders, middle schools in this planning area are projected to have increased enrollment. The adopted FY17 Educational Facilities Master Plan (EFMP) recommends a total of 123,862 Sq. Ft. (22,000 additional SF) for a maximum core capacity of 800.

JUSTIFICATION: Benjamin Stoddert MS is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

OPERATING IMPACT (000,S)	
DEBT SERVICE	495
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	495
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2017
YEAR FIRST IN CAPITAL BUDGET	FY XX
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	500
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2022



THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA77215	BERWYN HEIGHTS ES	BOARD OF EDUCATION

COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS
Three	Original Replacement Instruction	
PLANNING AREA	CLASS	FUNCTION
Greenbelt & Vicinity		
ADDRESS		
6200 Pontiac Street		

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 5 YRS
PLANS	1000	0	1000	0	0	1000	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	31602	0	31602	0	0	500	2500	12837	15765	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	32602	0	32602	0	0	1500	2500	12837	15765	0

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 2017		
YEAR FIRST IN CAPITAL BUDGET	FY XX		
CURRENT AUTH. THRU	FY 18	0	
CUMULATIVE APPROP. THRU	FY 18	0	

APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,S)			
STATE	14461	0	14461
OTHER	18141	0	18141
TOTAL	32602	0	32602

PROJECT STATUS	No Land Involved
LAND STATUS	Design Not Begun
PROJECT STATUS	0
PERCENT COMPLETED	06/2024
ESTIMATED COMPLETION DATE	

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: An additional and system replacement (minor classroom renovation/technology upgrade) driven by overutilization in this planning area, including an unusually high number of special education services at Springhill Lake ES. Using the Board-adopted prototypical educational specifications, the EFMP recommends 14,000 additional SF for a capacity of 425 (Grades K-5).</p> <p>JUSTIFICATION: Berwyn Heights ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.		PROJECT NAME		AGENCY	
AA770223		BOWIE HS ANNEX LIMITED RENOVATION		BOARD OF EDUCATION	

COUNCIL DIST PLANNING AREA ADDRESS		LOCATION AND CLASSIFICATION		STATUS CLASS FUNCTION	
Four Bowie Vicinity 15200 Annapolis Road				Original Rehabilitation Instruction	

EXPENDITURE SCHEDULE (000.S)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 18	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	25865	0	0	25865	25865	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	25865	0	0	25865	25865	0	0	0	0	0	0

FUNDING SCHEDULE (000.S)									
	GO BIDS	STATE	TOTAL	14190	11675	25865	14190	11675	25865
GO BIDS	14190	0	14190	14190	0	14190	14190	0	14190
STATE	11675	0	11675	11675	0	11675	11675	0	11675
TOTAL	25865	0	25865	25865	0	25865	25865	0	25865

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: The original building was constructed in 1903. The project includes a limited renovation and improvement to the existing instructional spaces to include selected educational program enhancements and a minimum of five systemic improvements.</p> <p>JUSTIFICATION: Bowie HS Annex Limited Renovation is a cycle 1 project per the Prince George's County Public Schools Educational Facility Master Plan.</p>	

OPERATING IMPACT (000.S)	
DEBT SERVICE	1277
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	1277
COST SAVINGS	0

APPROPRIATION DATA (000.S)	
YEAR FIRST IN CIP	FY 2015
YEAR FIRST IN CAPITAL BUDGET	FY 2015
CURRENT AUTH. THRU	FY 18
CUMULATIVE APPROP. THRU	FY 18
APPROPRIATION REQUESTED	25865
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	09/2018

MAP	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
A4770985	BURIED FUEL TANK REPLACEMENTS	BOARD OF EDUCATION	
			DEBT SERVICE 1262
			MAINTENANCE COSTS 0
			OPERATING COSTS 0
			TOTAL 1262
			COST SAVINGS 0

COUNCIL DIST	PLANNING AREA	ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS	FUNCTION
			Multi-District Not Applicable County-wide	Continued Rehabilitation Instruction	

YEAR FIRST IN CIP	YEAR FIRST IN CAPITAL BUDGET	FY 1989
CURRENT AUTH. THRU		FY 18 16219
CUMULATIVE APPROP. THRU		FY 18 11224
APPROPRIATION REQUESTED		950
BONDS SOLD		11024
OTHER FUNDS		200
TOTAL FUNDS RECEIVED		11224
EXPENDITURES & ENCUMBRANCES		11224
UNENCUMBERED BALANCE		0

	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	14224	7560	3644	3000	950	1000	1050	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	14224	7560	3644	3000	950	1000	1050	0	0	0	0

PROJECT STATUS	LAND STATUS
Publicly Owned Land	
Under Construction	
PERCENT COMPLETED	83
ESTIMATED COMPLETION DATE	06/2023

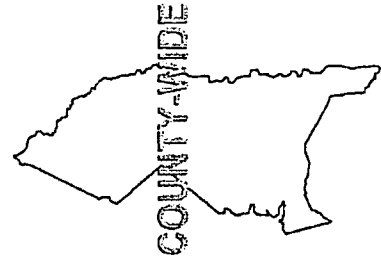
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
GO BDS	14024	7560	3444	3000	950	1000	1050	0	0	0	0
OTHER	200	0	200	0	0	0	0	0	0	0	0
TOTAL	14224	7560	3644	3000	950	1000	1050	0	0	0	0

DESCRIPTION AND JUSTIFICATION
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DESCRIPTION AND JUSTIFICATION
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DESCRIPTION: This project provides funding for replacing buried heating and motor fuel tanks that are leaking or have deteriorated past the point of repair. All buried tanks over 15 years old will need to be replaced. Replacement tanks will be made of corrosion-resistant materials and will be installed with monitoring wells and other safeguards designed to meet environmental and safety standards. Funding will be used for tank testing, mandatory upgrades, tank replacements, site remediation, cathodic protection, and temporary tank procurement. FY 18 "Other" funding will come from VLT funds to support removing buried storage tanks and replace with above ground storage tanks at Glassmanor ES.

JUSTIFICATION: There are currently 263 operational buried fuel tanks on property owned by the Prince George's County Public Schools. Of these, approximately 130 are 20 or more years old. A number of tanks tested to date have shown evidence of leaks indicating the need for replacement. The cost of such replacements is approximately \$100,000 per tank.

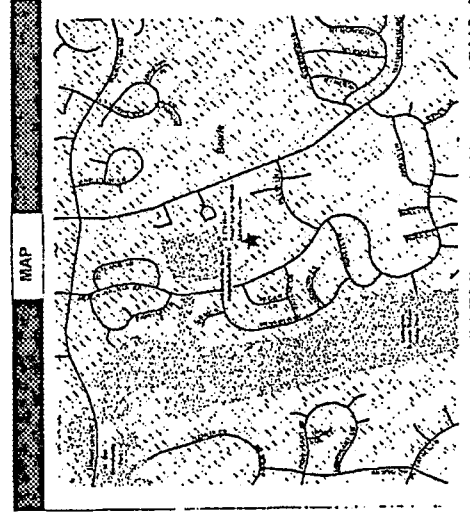


THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

OPERATING IMPACT (000,S)	
DEBT SERVICE	1990
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	1990
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2012
YEAR FIRST IN CAPITAL BUDGET	FY 2015
CURRENT AUTH. THRU	FY 18 7774
CUMULATIVE APPROP. THRU	FY 18 64
APPROPRIATION REQUESTED	7710
BONDS SOLD	64
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	64
EXPENDITURES & ENCUMBRANCES	64
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	05/2025



CIP ID NO.	PROJECT NAME	AGENCY
AA770063	C. ELIZABETH RIEG ES RENOVATION	BOARD OF EDUCATION
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Four City of Bowie 15542 Peach Walker Drive	STATUS CLASS FUNCTION  Original Replacement Instruction

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 18	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	31824	0	0	7710	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	64	0	0	0	0	0	0	0	0
TOTAL	31888	64	0	7710	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
GO BDS	22110	64	0	3708	3709	0	0	0	18337
STATE	9778	0	0	4001	4001	0	0	0	5777
TOTAL	31888	64	0	7710	7710	0	0	0	24114

**DESCRIPTION AND JUSTIFICATION**

**DESCRIPTION:** Built in 1978, the school served 103 students in FY 2015. The school is currently planned to accommodate students with severe and profound disabilities from all PGCCPS schools and to provide them with a full continuum of Special Education Services including: a therapy tank with locker rooms, toilet/changing rooms, special education classrooms and storage, equipment storage, laundry room, speech therapy, coordinators and other related services offices, a conference room, health room with toilets, computer lab, sensory integration lab, records storage, and OT, PT and MOVE. PGCCPS is proposing a limited renovation project with educational enhancements. The project will also include five major systemic improvements in addition to educational upgrades.

**JUSTIFICATION:** C. Elizabeth Rieg ES Renovation is a cycle 1 project per the Prince George's County Public Schools Educational Facility Master Plan expected to continue through cycle 2.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
A477223	CALVERTON ES	BOARD OF EDUCATION

COUNCIL DIST	STATUS
Two	Original
PLANNING AREA	Replacement
ADDRESS	Instruction
Fairland Beltsville	
3400 Beltsville Road	

OPERATING IMPACT (000,S)	
DEBT SERVICE	2166
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	2166
COST SAVINGS	0

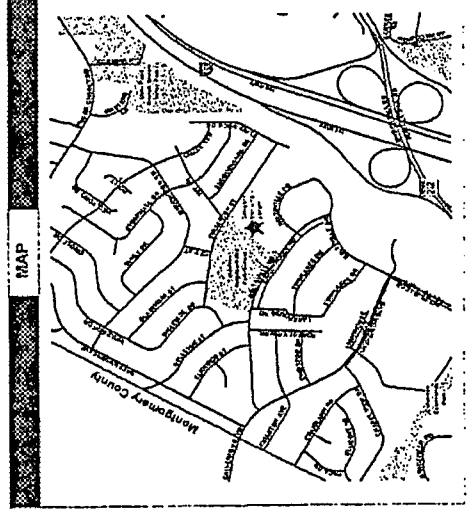
EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	3000	0	3000	0	0	0	0	500	2500
LAND	0	0	0	0	0	0	0	0	0
CONST	38673	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	41673	0	3000	0	0	0	0	500	2500
									38673

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2017
YEAR FIRST IN CAPITAL BUDGET	FY XX
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,S)									
G O B D S	24063	0	0	0	0	0	0	500	21083
STATE	17610	0	0	0	0	0	0	0	17610
TOTAL	41673	0	0	0	0	0	0	500	38673

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

DESCRIPTION AND JUSTIFICATION
<p>DESCRIPTION: A full renovation/replacement driven by educational adequacy deficiencies, poor condition of the building systems, and overutilization.</p> <p>JUSTIFICATION: Calverton ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>

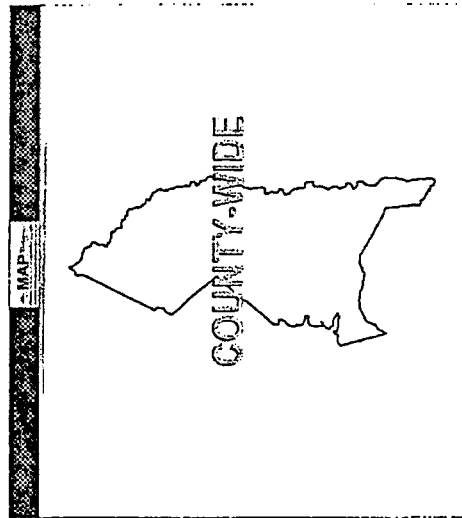


**THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

DEBT SERVICE	1487
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	1487
COST SAVINGS	0

APPROPRIATION DATA (000,S)		
YEAR FIRST IN CIP	FY 2001	500
YEAR FIRST IN CAPITAL BUDGET	FY 2006	6025
CURRENT AUTH. THRU	FY 18 19932	445
CUMULATIVE APPROP. THRU	FY 18 6470	6470
		6470
		0
APPROPRIATION REQUESTED		
BONDS SOLD		
OTHER FUNDS		
TOTAL FUNDS RECEIVED		
EXPENDITURES & ENCUMBRANCES		
UNENCUMBERED BALANCE		

LAND STATUS	PROJECT STATUS	21	06/2024
Publicly Owned Land	Design Not Begun		
PROJECT STATUS			
PERCENT COMPLETED			
ESTIMATED COMPLETION DATE			



CIP ID NO.	PROJECT NAME	AGENCY
A0770801	CENTRAL GARAGE/TRANSP. DEPT. IMPROVEMENTS	BOARD OF EDUCATION

COUNCIL DIST. PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Multi-District Not Applicable County-wide		Continued Rehabilitation Instruction

		EXPENDITURE SCHEDULE (000, \$)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS		
PLANS	108	0	0	108	18	18	18	18	18	18	0		
LAND	0	0	0	0	0	0	0	0	0	0	0		
CONST	15254	1024	4000	10230	455	1955	1955	1955	1955	1955	0		
EQUIP	114	0	0	114	19	19	19	19	19	19	0		
OTHER	1494	1446	0	48	8	8	6	8	8	8	0		
TOTAL	16870	2470	4000	10500	500	2000	2000	2000	2000	2000	0		

		FUNDING SCHEDULE (000.S)									
		16525	2397	3638	10500	500	2000	2000	2000	2000	2000
GO BIDS											0
OTHER		445	445	0	0	0	0	0	0	0	0
TOTAL		16970	2832	3638	10500	500	2000	2000	2000	2000	0

DESCRIPTION AND JUSTIFICATION
<p><b>DESCRIPTION:</b> This project seeks to improve bus and vehicle service areas at several locations. A feasibility study will be conducted to develop a phased program to improve working conditions at these facilities, enhance worker productivity, and to provide safer working conditions. Fully-enclosed service sheds will be provided at several bus lots.</p> <p><b>JUSTIFICATION:</b> There is a critical need to provide the bus lot mechanics with workspace that affords protection from the elements. These work stations will eliminate the need to transfer buses from bus lots to one of the three garages for repairs.</p>

13

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
AA770463	CHARLES CARROLL MS SEI RENOVATION	BOARD OF EDUCATION	

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Three Defense Hgts-Gladensburg & Vicinity 6130 Lamont Drive		Original Rehabilitation Instruction

EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	500	0	500	0	500	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	90103	0	90103	0	0	2500	42646	44957	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	90603	0	90603	0	500	2500	42646	44957	0	0

FUNDING SCHEDULE (000,S)										
STATE	40871	0	0	40871	0	0	0	19128	21745	0
OTHER	49732	0	0	49732	0	500	2500	23520	23212	0
TOTAL	90603	0	0	90603	0	500	2500	42646	44957	0

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: A full renovation/replacement and addition is recommended for Charles Carroll Middle School (Planning Area 34) driven by educational adequacy deficiencies, poor condition of the building systems, and severe overutilization. Using the Board-adopted prototypical educational specifications recommends 56,000 additional SF for a maximum capacity of 1200.</p> <p>JUSTIFICATION: Charles Carroll MS is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>	

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2023

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2015
YEAR FIRST IN CAPITAL BUDGET	FY 2013
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

MAP	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
A477218	CHEROKEE LANE ES	BOARD OF EDUCATION	
COUNCIL DIST PLANNING AREA ADDRESS		LOCATION AND CLASSIFICATION	
One Takoma Park-Langley Park 9000 28th Ave		STATUS CLASS FUNCTION	
		Original Replacement Instruction	
		DEBT SERVICE	0
		MAINTENANCE COSTS	0
		OPERATING COSTS	0
		TOTAL	0
		COST SAVINGS	0

EXPENDITURE SCHEDULE (000.S)										APPROPRIATION DATA (000.S)			
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	YEAR FIRST IN CIP	FY 2017
PLANS	500	0	0	500	0	0	500	0	0	0	0	FY XX	FY 18 0
LAND	0	0	0	0	0	0	0	0	0	0	0	CUMULATIVE APPROP. THRU	FY 18 0
CONST	31050	0	0	31050	0	0	0	2500	12820	15740	0	APPROPRIATION REQUESTED	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0	BONDS SOLD	0
OTHER	0	0	0	0	0	0	0	0	0	0	0	OTHER FUNDS	0
TOTAL	31580	0	0	31580	0	0	500	2500	12820	15740	0	TOTAL FUNDS RECEIVED	0
												EXPENDITURES & ENCUMBRANCES	0
												UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000.S)										PROJECT STATUS	
STATE	13641	0	0	13641	0	0	0	0	6181	7480	0
OTHER	17919	0	0	17919	0	0	500	2500	6639	8280	0
TOTAL	31560	0	0	31560	0	0	500	2500	12820	15740	0
DESCRIPTION AND JUSTIFICATION										LAND STATUS	
										No Land Involved	
										Design Not Begun	
										ESTIMATED COMPLETION DATE	
										06/2024	

DESCRIPTION: A full renovation/replacement and addition is recommended for Cherokee Lane Elementary School (Planning Area 3) driven by educational adequacy deficiencies, poor condition of the building systems, and overutilization. Using the Board-adopted prototypical educational specifications, the EFMP recommends 15,000 additional SF for a capacity of 425 (Grades PreK-5)

JUSTIFICATION: Cherokee Lane ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

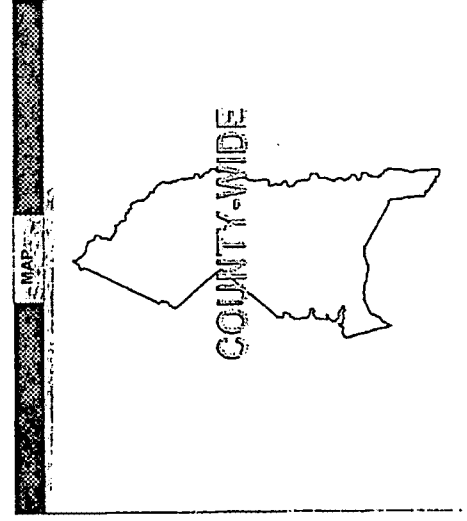
THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

<b>CIP ID NO.</b>	<b>PROJECT NAME</b>	<b>AGENCY</b>
AA778583	CODE CORRECTIONS	BOARD OF EDUCATION
<b>COUNCIL DIST</b>	<b>LOCATION AND CLASSIFICATION</b>	<b>STATUS</b>
Multi-District		Continued
<b>PLANNING AREA</b>		Rehabilitation
County-wide		Instruction
<b>ADDRESS</b>		

OPERATING IMPACT (000,S)	
DEBT SERVICE	2300
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	2300
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1991
YEAR FIRST IN CAPITAL BUDGET	FY 1991
CURRENT AUTH. THRU	FY 18 31353
CUMULATIVE APPROP. THRU	FY 18 16363
APPROPRIATION REQUESTED	500
BONDS SOLD	15050
OTHER FUNDS	1313
TOTAL FUNDS RECEIVED	16363
EXPENDITURES & ENCUMBRANCES	16363
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Stage
PERCENT COMPLETED	75
ESTIMATED COMPLETION DATE	06/2024



EXPENDITURE SCHEDULE (000,S)									
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	BEYOND 6 YRS
PLANS	600	600	0	0	0	0	0	0	0
LAND	1046	0	1046	0	0	0	0	0	0
CONST	25217	10402	4315	10500	500	2000	2000	2000	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	26863	11002	5361	10500	500	2000	2000	2000	0

FUNDING SCHEDULE (000,S)									
	G O BDS	OTHER	TOTAL	5327	10500	500	2000	2000	2000
G O BDS	25550	9723	5327	10500	500	2000	2000	2000	0
OTHER	1313	1313	0	0	0	0	0	0	0
TOTAL	26863	11036	5327	10500	500	2000	2000	2000	0

**DESCRIPTION AND JUSTIFICATION**

**DESCRIPTION:** This project consists of updating a number of existing school buildings to meet current county, state and federal building codes. Top priority will be given to the fire hydrant line extensions and the remaining funding will be used for other pending high-priority needs. FY18 funding will support work on grease traps.

**JUSTIFICATION:** All code requirements were met at the time the schools were built; however, codes have continued to be upgraded. New fire, health, safety and handicap codes require alterations to correct deficiencies noted in annual inspections by the regulating agencies.

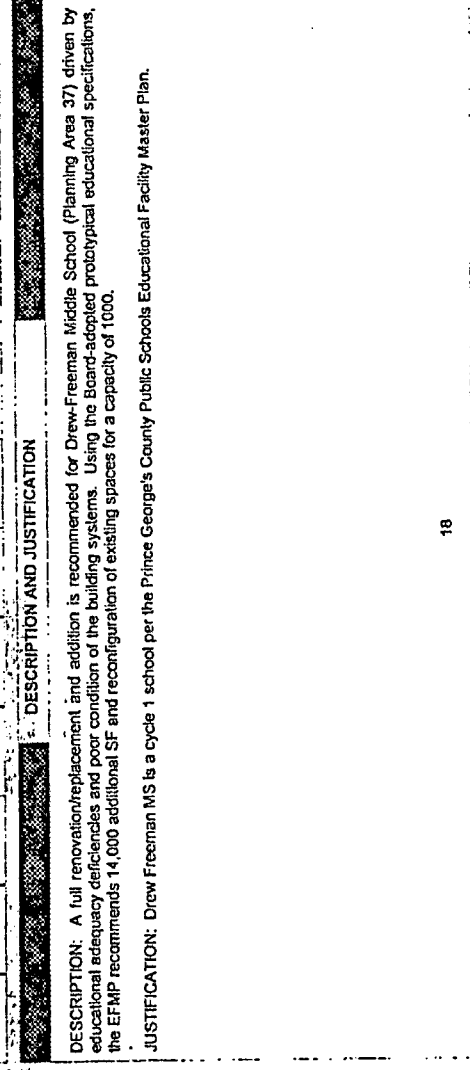
CIP ID NO.	PROJECT NAME	AGENCY
AA777206	DREW FREEMAN MS	BOARD OF EDUCATION

COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS
Seven	Suitland, District Heights & Vicinity	Original
PLANNING AREA	2600 Brooks Drive	Replacement
ADDRESS		Instruction

		EXPENDITURE SCHEDULE (000 \$)									
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD VR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 5 YRS
PLANS	2000	0	0	2000	2000	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	81197	0	0	81197	0	3000	32447	39817	5933	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	83197	0	0	83197	2000	3000	32447	39817	5933	0	0

	FUNDING SCHEDULE (000.\$)					
STATE	34424	0	0	34424	0	0
OTHER	48773	0	0	48773	2000	3000
					19667	21315
					18502	3442
						0



THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
AA777212	ELEMENTARY SCHOOL AREA 3	BOARD OF EDUCATION	

COUNCIL DIST PLANNING AREA ADDRESS	Not Applicable Not Applicable Location Not Determined	STATUS CLASS FUNCTION	Original New Construction Instruction
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DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

EXPENDITURE SCHEDULE (000.S)										APPROPRIATION DATA (000.S)			
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	YEAR FIRST IN CIP	FY 2017	FY 2018
PLANS	1000	0	1000	0	0	0	0	0	0	0	CURRENT AUTH. THRU	FY 18 45053	FY 18 1000
LAND	0	0	0	0	0	0	0	0	0	0	CUMULATIVE APPROP. THRU	FY 18 1000	
CONST	50076	0	50076	0	4000	21861	24415	0	0	0	APPROPRIATION REQUESTED	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	BONDS SOLD	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	OTHER FUNDS	1000	1000
TOTAL	51076	0	50076	0	4000	21661	24415	0	0	0	TOTAL FUNDS RECEIVED	1000	1000
											EXPENDITURES & ENCUMBRANCES	1000	1000
											UNENCUMBERED BALANCE	0	0

FUNDING SCHEDULE (000.S)										PROJECT STATUS			
STATE	22432	0	0	22432	0	0	9903	12529	0	0	LAND STATUS	Location Not Determined	
OTHER	28644	0	1000	27644	0	4000	11758	11866	0	0	PROJECT STATUS	Design Not Begun	
TOTAL	51076	0	1000	50076	0	4000	21661	24415	0	0	PERCENT COMPLETED	0	0
											ESTIMATED COMPLETION DATE	08/2022	

<p>DESCRIPTION: A new elementary school driven by current and projected overutilization.</p> <p>JUSTIFICATION: This project aligns with the FY 2017 Educational Facility Master Plan and under consideration for Public/Private Partnership (P3).</p>	
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THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

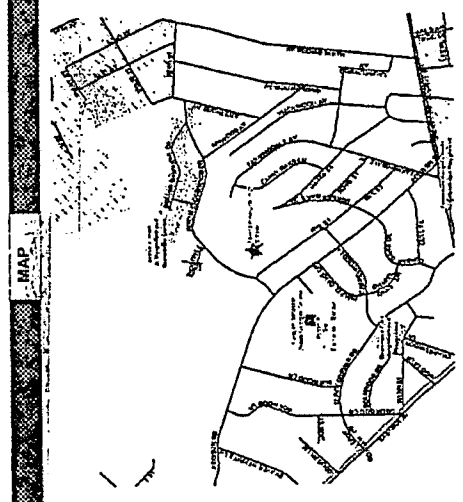
CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
AA770503	FAIRMONT HEIGHTS HIGH SCHOOL	BOARD OF EDUCATION	
COUNCIL DIST PLANNING AREA ADDRESS		LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Five Landover Area 6501 Columbia Park Road		Original Replacement Instruction	

DEBT SERVICE 7456  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 7456  
COST SAVINGS 0

EXPENDITURE SCHEDULE (000.S)									
TOTAL	THRU FY 17	EST FY 18	TOTAL 8 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	1000	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	93946	18302	74644	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	93946	19302	74644	0	0	0	0	0	0

APPROPRIATION DATA (000.S)			
YEAR FIRST IN CIP	FY 2007		
YEAR FIRST IN CAPITAL BUDGET	FY 2007		
CURRENT AUTH. THRU	FY 18 93946		
CUMULATIVE APPROP. THRU	FY 18 93946		
APPROPRIATION REQUESTED	0		
BONDS SOLD	82846		
OTHER FUNDS	11100		
TOTAL FUNDS RECEIVED	93946		
EXPENDITURES & ENCUMBRANCES	- 93946		
UNENCUMBERED BALANCE	0		

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	9
ESTIMATED COMPLETION DATE	08/2017



FUNDING SCHEDULE (000.S)									
G O BDS	82846	18859	63957	0	0	0	0	0	0
STATE	10985	5000	5985	0	0	0	0	0	0
OTHER	115	0	115	0	0	0	0	0	0
TOTAL	93946	23859	70057	0	0	0	0	0	0

**DESCRIPTION AND JUSTIFICATION**

**DESCRIPTION:** The school is designed for with overall sq. ft. of 190,058. The Board of Education and the County Council approved a school for a State Rated Capacity of 953 seats. This would represent a replacement school with no added seats. Based on the State's approval of the feasibility study to support a replacement school, the school will include a state-of-the-art educational facility to support the Secondary School Reform Initiative which will include an Academy of Environmental Studies, Academy of Informational Technology, Academy of Performing Arts, Wellness Center, Regional Special Education Program, ESOL, and other educational programs, including the CASE program of study.

**JUSTIFICATION:** This school will be a replacement school designed to the State's High Performance Building guidelines to achieve a LEED Gold 2009 for Schools (New Construction and Major Renovation project). It is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
AA777217	FRANCIS FUCHS ECC LR	BOARD OF EDUCATION	DEBT SERVICE 0 MAINTENANCE COSTS 0 OPERATING COSTS 0 TOTAL 0 COST SAVINGS 0
COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	
One		Original	
PLANNING AREA	CLASS	Replacement	
11011 Cherry Hill Road	FUNCTION	Instruction	

EXPENDITURE SCHEDULE (000,S)										APPROPRIATION DATA (000,S)			
TOTAL	THRU FY 17	EST FY 18	TOTAL 6 YRS	BUD YR FY 18	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	YEAR FIRST IN CIP	FY 2017	FY 2018
PLANS	500	0	500	0	0	500	0	0	0	0	YEAR FIRST IN CIP	FY 2017	FY 2018
LAND	0	0	0	0	0	0	0	0	0	0	CURRENT AUTH. THRU	FY 2017	FY 2018
CONST	24393	0	24393	0	0	0	2500	12427	9466	0	CUMULATIVE APPROP. THRU	FY 2017	FY 2018
EQUIP	0	0	0	0	0	0	0	0	0	0	APPROPRIATION REQUESTED		
OTHER	0	0	0	0	0	0	0	0	0	0	BONDS SOLD		
TOTAL	24893	0	24893	0	0	500	2500	12427	9466	0	OTHER FUNDS		
											TOTAL FUNDS RECEIVED		
											EXPENDITURES & ENCUMBRANCES		
											UNENCUMBERED BALANCE		

FUNDING SCHEDULE (000,S)										PROJECT STATUS			
STATE	12024	0	12024	0	0	0	0	6050	5974	0	LAND STATUS	No Land Involved	
OTHER	12869	0	12869	0	0	500	2500	6377	3492	0	PROJECT STATUS	Design Not Begun	
TOTAL	24893	0	24893	0	0	500	2500	12427	9466	0	PERCENT COMPLETED		
											ESTIMATED COMPLETION DATE	06/2024	

DESCRIPTION: A limited renovation is recommended for Francis Fuchs Early Childhood Center (Planning Area 2) driven by educational adequacy deficiencies and poor condition of the building systems. This project will replace several major building systems and reconfigure the classrooms for early childhood programs.

JUSTIFICATION: Francis Fuchs ECC is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

MAP

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
AA777208	GWYNN PARK MS	BOARD OF EDUCATION	
			DEBT SERVICE 0
			MAINTENANCE COSTS 0
			OPERATING COSTS 0
			TOTAL 0
			COST SAVINGS 0

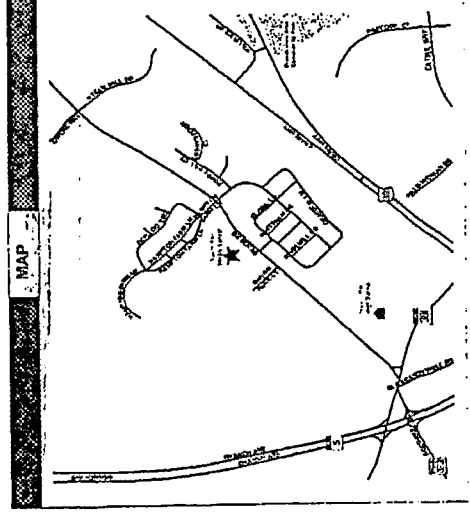
COUNCIL DIST	PLANNING AREA	ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS	FUNCTION
Nine	Brandywine & Vicinity	8000 Dyson Road		Original Replacement	Instruction

APPROPRIATION DATA (000.S)	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	BEYOND 6 YRS
YEAR FIRST IN CIP									
YEAR FIRST IN CAPITAL BUDGET									
CURRENT AUTH. THRU									
CUMULATIVE APPROP. THRU									
APPROPRIATION REQUESTED									
BONDS SOLD									
OTHER FUNDS									
TOTAL FUNDS RECEIVED									
EXPENDITURES & ENCUMBRANCES									
UNENCUMBERED BALANCE									

EXPENDITURE SCHEDULE (000.S)	TOTAL 6 YRS	BUD YR	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	500	0	0	0	0	500	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	69065	0	0	0	0	0	5000	29054	35511
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	69065	0	0	0	0	500	5000	29054	35511

PROJECT STATUS	LAND STATUS	PROJECT STATUS	PERCENT COMPLETED	ESTIMATED COMPLETION DATE
	No Land Involved		0	09/2025
	Design Not Begun			

FUNDING SCHEDULE (000.S)	STATE	OTHER	TOTAL	EST. FY 18	TOTAL 6 YRS	BUD YR	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
	28409	0	28409	0	10340	0	0	0	0	0	0	10340	18089
	40858	0	40858	0	23214	0	0	0	0	500	5000	17714	17442
	69065	0	69065	0	33554	0	0	0	0	500	5000	29054	35511



DESCRIPTION AND JUSTIFICATION
<p><b>DESCRIPTION:</b> A full renovation is recommended for Gwynn Park Middle School (Planning Area 37) driven by educational adequacy deficiencies and poor condition of the building systems. Using the Board-adopted prototypical educational specifications, the EFMP recommends renovating to a capacity of 800.</p> <p><b>JUSTIFICATION:</b> Gwynn Park MS is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>

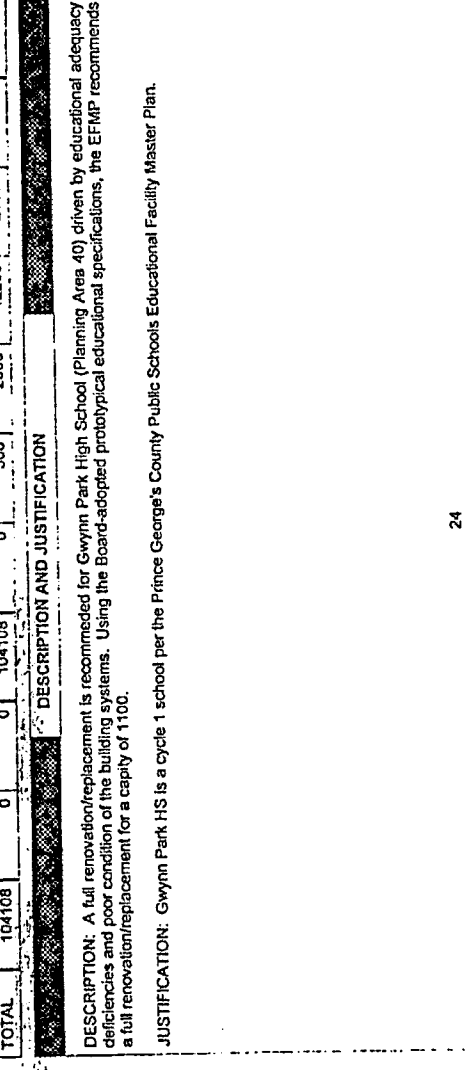
CIP ID NO.	PROJECT NAME	AGENCY
AA777203	GYWINN PARK HIGH SCHOOL	BOARD OF EDUCATION

COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	Original
PLANNING AREA	Nine	CLASS	Replacement
ADDRESS	Brandywine & Vicinity	FUNCTION	Instruction
	13900 Brandywine Road		

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL G YRS	BUO YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	500	0	0	500	0	500	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	103608	0	0	103608	0	0	2500	42289	29150	29669	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	104108	0	0	104108	0	500	2500	42289	29150	29669	0

		FUNDING SCHEDULE (000,S)							
		45908	0	0	45908	0	0	0	
STATE		45908	0	0	45908	0	0	15316	14575
OTHER		58200	0	0	58200	0	500	26673	14575
TOTAL		104108	0	0	104108	0	500	42289	29150



THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)												
AA770423	HIGH POINT HS	BOARD OF EDUCATION													
<table border="1"> <tr> <td>DEBT SERVICE</td> <td>0</td> </tr> <tr> <td>MAINTENANCE COSTS</td> <td>0</td> </tr> <tr> <td>OPERATING COSTS</td> <td>0</td> </tr> <tr> <td>TOTAL</td> <td>0</td> </tr> <tr> <td>COST SAVINGS</td> <td>0</td> </tr> </table>				DEBT SERVICE	0	MAINTENANCE COSTS	0	OPERATING COSTS	0	TOTAL	0	COST SAVINGS	0		
DEBT SERVICE	0														
MAINTENANCE COSTS	0														
OPERATING COSTS	0														
TOTAL	0														
COST SAVINGS	0														
<table border="1"> <tr> <td>COUNCIL DIST</td> <td>One</td> <td>STATUS</td> <td>Original</td> </tr> <tr> <td>PLANNING AREA</td> <td>Fairland Beltsville</td> <td>CLASS</td> <td>Rehabilitation</td> </tr> <tr> <td>ADDRESS</td> <td>3601 Powder Mill Road</td> <td>FUNCTION</td> <td>Instruction</td> </tr> </table>				COUNCIL DIST	One	STATUS	Original	PLANNING AREA	Fairland Beltsville	CLASS	Rehabilitation	ADDRESS	3601 Powder Mill Road	FUNCTION	Instruction
COUNCIL DIST	One	STATUS	Original												
PLANNING AREA	Fairland Beltsville	CLASS	Rehabilitation												
ADDRESS	3601 Powder Mill Road	FUNCTION	Instruction												

EXPENDITURE SCHEDULE (000.S)												APPROPRIATION DATA (000.S)			
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	YEAR FIRST IN CIP	FY 2013		
PLANS	500	0	0	500	0	0	0	500	0	0	0	YEAR FIRST IN CAPITAL BUDGET	FY 2015		
LAND	0	0	0	0	0	0	0	0	0	0	0	CURRENT AUTH. THRU	FY 18 0		
CONST	169475	0	0	124655	0	0	0	0	30496	94159	44820	CUMULATIVE APPROP. THRU	FY 18 0		
EQUIP	0	0	0	0	0	0	0	0	0	0	0	APPROPRIATION REQUESTED	0		
OTHER	0	0	0	0	0	0	0	0	0	0	0	BONDS SOLD	0		
												OTHER FUNDS	0		
												TOTAL FUNDS RECEIVED	0		
												EXPENDITURES & ENCUMBRANCES	0		
TOTAL	169975	0	0	125155	0	0	0	500	30496	94159	44820	UNENCUMBERED BALANCE	0		

FUNDING SCHEDULE (000.S)										PROJECT STATUS	
STATE	76197	0	0	76197	0	0	0	25496	50701	0	LAND STATUS PROJECT STATUS PERCENT COMPLETED ESTIMATED COMPLETION DATE  No Land Involved Design Not Begun  0 06/2025
OTHER	93778	0	0	48958	0	0	0	500	5000	44820	
TOTAL	169975	0	0	125155	0	0	0	500	30496	44820	

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2025

APPROPRIATION DATA (000.S)	
YEAR FIRST IN CIP	FY 2013
YEAR FIRST IN CAPITAL BUDGET	FY 2015
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

MAP	

DESCRIPTION: Based on a feasibility study completed in May 2014, a replacement is recommended for High Point High School (Planning Area 38) driven by educational adequacy deficiencies, poor condition of the building systems and overutilization. Using the Board-adopted prototypical educational specifications, the EFMP recommends a capacity of 2000.

JUSTIFICATION: High Point HS is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan. It is under consideration for Public/Private Partnership (P3).

**THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

	OPERATING IMPACT (\$'000'S)
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)		
YEAR FIRST IN CIP	FY 2017	
YEAR FIRST IN CAPITAL BUDGET	FY XX	
CURRENT AUTH. THRU	FY 18	0
CUMULATIVE APPROP. THRU	FY 18	0
APPROPRIATION REQUESTED		500
BONDS SOLD		0
OTHER FUNDS		0
TOTAL FUNDS RECEIVED		0
EXPENDITURES & ENCUMBRANCES		0
UNENCUMBERED BALANCE		0

PROJECT STATUS	LAND STATUS	PROJECT STATUS	PERCENT COMPLETED	ESTIMATED COMPLETION DATE
	No Land Involved			06/20/2022
	Not Applicable			0

A detailed street map of the downtown area of St. Louis, Missouri. The map shows a grid of streets including Market Street, Main Street, and various numbered streets. Parks such as Forest Park and Washington Park are also depicted. The map is oriented with North at the top and includes a legend in the bottom right corner.

CIP ID NO.	PROJECT NAME	AGENCY
AA777213	HYATTSVILLE ES	BOARD OF EDUCATION

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Two Hyattsville and Vicinity 5311 43rd Ave		Original Replacement Instruction

EXPENDITURE SCHEDULE (000, \$)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 18	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	500	0	0	500	500	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	41087	0	0	41087	0	2000	20092	19005	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	41587	0	0	41587	500	2000	20092	19005	0	0	0

		FUNDING SCHEDULE (000,S)									
STATE	17609	0	0	17609	0	0	8000	9609	0	0	
OTHER	23988	0	0	23988	500	2000	12092	9398	0	0	
TOTAL	41597	0	0	41597	500	2000	20092	19005	0	0	

### DESCRIPTION AND JUSTIFICATION

**DESCRIPTION:** A full renovation/replacement and addition is recommended for Hystsville Elementary School (Planning Area 7) driven by educational adequacy deficiencies, poor condition of the building systems, and overutilization. Using the Board-adopted prototypical educational facilities, the recently adopted Educational Facilities Master Plan (EFMP) recommends 28,000 additional SF for a capacity of 580.

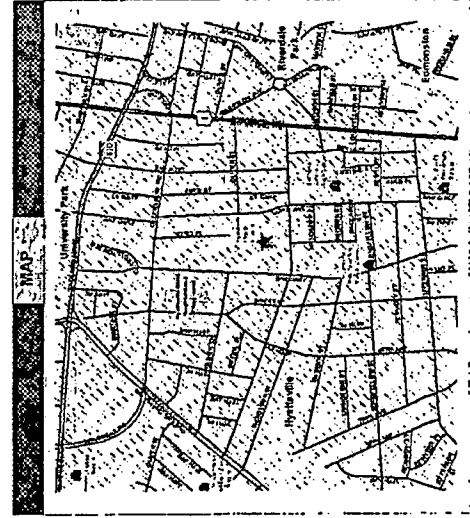
**JUSTIFICATION:** Hyattsville ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
AA77210	HYATTSVILLE MS	BOARD OF EDUCATION	
COUNCIL DIST PLANNING AREA ADDRESS			
Two Hyattsville and Vicinity 42nd Ave			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION			
Original Replacement Instruction			
DEBT SERVICE			0
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			0
COST SAVINGS			0

APPROPRIATION DATA (000.S)			
YEAR FIRST IN CIP	FY 2017		
YEAR FIRST IN CAPITAL BUDGET	FY XX		
CURRENT AUTH. THRU	FY 18	0	
CUMULATIVE APPROP. THRU	FY 18	0	
APPROPRIATION REQUESTED			0
BONDS SOLD			0
OTHER FUNDS			0
TOTAL FUNDS RECEIVED			0
EXPENDITURES & ENCUMBRANCES			0
UNENCUMBERED BALANCE			0

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	08/2025



EXPENDITURE SCHEDULE (000.S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	500	0	500	0	0	0	500	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	89678	0	41630	0	0	0	0	5000	36630
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	90178	0	42130	0	0	0	500	5000	36630
									48048

FUNDING SCHEDULE (000.S)									
STATE	40871	0	13527	0	0	0	0	0	13527
OTHER	49307	0	28603	0	0	0	500	5000	23103
TOTAL	90178	0	42130	0	0	0	500	5000	36630
									48048

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: A full renovation/replacement and addition is recommended for Hyattsville Middle School (Planning area 34) driven by educational adequacy deficiencies, poor condition of the building systems, and projected overutilization. Using the Board-adopted prototypical educational specifications, the EFMP recommends 50,000 additional SF for a maximum capacity of 1200.</p> <p>JUSTIFICATION: Hyattsville MS is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. **AA777201** PROJECT NAME **INTERNATIONAL SCHOOL AT LANGLEY PARK** AGENCY **BOARD OF EDUCATION** OPERATING IMPACT (000.S) **1627**

DEBT SERVICE **1627**  
MAINTENANCE COSTS **0**  
OPERATING COSTS **0**  
TOTAL **1627**  
COST SAVINGS **0**

COUNCIL DIST **Three** LOCATION AND CLASSIFICATION **Original New Construction Instruction**  
PLANNING AREA **College Park Berwyn Heights & Vicinity** STATUS **Original**  
ADDRESS **Location Not Determined** CLASS **Instruction** FUNCTION **Instruction**

		EXPENDITURE SCHEDULE (000.S)									
	TOTAL	THRU FY 17	EST FY 18	TOTAL 5 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	2500	0	0	2500	2500	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	33881	0	0	33881	0	14830	19051	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	36381	0	0	36381	2500	14830	19051	0	0	0	0

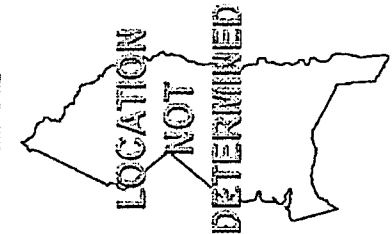
APPROPRIATION DATA (000.S)  
YEAR FIRST IN CIP **FY 2017**  
YEAR FIRST IN CAPITAL BUDGET **FY 2017**  
CURRENT AUTH. THRU **FY 18 0**  
CUMULATIVE APPROP. THRU **FY 18 0**

APPROPRIATION REQUESTED **2500**  
BONDS SOLD **0**  
OTHER FUNDS RECEIVED **0**  
TOTAL FUNDS RECEIVED **0**  
EXPENDITURES & ENCUMBRANCES **0**  
UNENCUMBERED BALANCE **0**

		FUNDING SCHEDULE (000.S)									
	TOTAL	THRU FY 17	EST FY 18	TOTAL 5 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
G O BDS	18073	0	0	18073	2500	8000	7573	0	0	0	0
STATE	18308	0	0	18308	0	6830	11478	0	0	0	0
TOTAL	36381	0	0	36381	2500	14830	19051	0	0	0	0

PROJECT STATUS  
LAND STATUS **Location Not Determined**  
PROJECT STATUS **Design Not Begun**  
PERCENT COMPLETED **0**  
ESTIMATED COMPLETION DATE **08/2020**

MAP



DESCRIPTION: PGCPSS opened two new International High Schools in 2015 to offer traditionally underserved students (i.e. high percentage of at risk, economically disadvantaged English language learners and first generation college goers) and newcomer immigrant students an innovative opportunity to complete a high school diploma in a learning environment customized to their specific learning needs. One school will be located in the northern part of the County where the largest number of newly arrived immigrant students requiring English as a Second Language (ESL) services live. The draft educational specification for this school recommends a 59,822 SF building.

JUSTIFICATION: The New International School at Langley Park is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. AA777224	PROJECT NAME JAMES MCHENRY ES	AGENCY BOARD OF EDUCATION	OPERATING IMPACT (000,S) DEBT SERVICE 0 MAINTENANCE COSTS 0 OPERATING COSTS 0 TOTAL 0 COST SAVINGS 0
COUNCIL DIST PLANNING AREA ADDRESS Five Glendale, Seabrook, Lanham & Vicinity 8803 Mchenry Lane	LOCATION AND CLASSIFICATION STATUS CLASS FUNCTION Original Replacement Instruction		
EXPENDITURE SCHEDULE (000,S)			
TOTAL	THRU FY 17	EST. FY 18	BUD YR FY 19
PLANS	500	0	500
LAND	0	0	0
CONST	41050	0	2500
EQUIP	0	0	0
OTHER	0	0	0
TOTAL	41550	0	3000
BEYOND 6 YRS			
	FY 24	FY 23	FY 22
	0	500	0
	0	0	0
	0	0	0
	2500	0	0
	0	0	0
	0	0	0
	0	0	0
	39550		
APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 2017		
YEAR FIRST IN CAPITAL BUDGET	FY XX		
CURRENT AUTH. THRU	FY 18		
CUMULATIVE APPROP. THRU	FY 18		
APPROPRIATION REQUESTED	0		
BONDS SOLD	0		
OTHER FUNDS	0		
TOTAL FUNDS RECEIVED	0		
EXPENDITURES & ENCUMBRANCES	0		
UNENCUMBERED BALANCE	0		
PROJECT STATUS			
LAND STATUS	No Land Involved		
PROJECT STATUS	Design Not Begun		
PERCENT COMPLETED	0		
ESTIMATED COMPLETION DATE	06/2025		
MAP			
FUNDING SCHEDULE (000,S)			
STATE	17810	0	0
OTHER	23940	0	0
TOTAL	41550	0	0
DESCRIPTION AND JUSTIFICATION			
<p>DESCRIPTION: A full renovation/replacement and addition is recommended for James McHenry Elementary School (Planning area 9) driven by educational adequacy deficiencies, poor condition of the building systems, and projected overutilization. Using the Board-adopted prototypical educational specifications, the EFMP recommends 25,000 additional SF for a maximum capacity of 560.</p> <p>JUSTIFICATION: James McHenry ES is a cycle 2 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>			

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.0)
AA770053	JAMES E. DUCKWORTHES	BOARD OF EDUCATION	
COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	Original
FAIRFAX DIST	One	Replacement	Instruction
ADDRESS	11201 Evans Trail	FUNCTION	

EXPENDITURE SCHEDULE (000.0)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	500	0	500	0	500	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	30604	0	30604	0	0	2500	14120	13984	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	31104	0	31104	0	500	2500	14120	13984	0

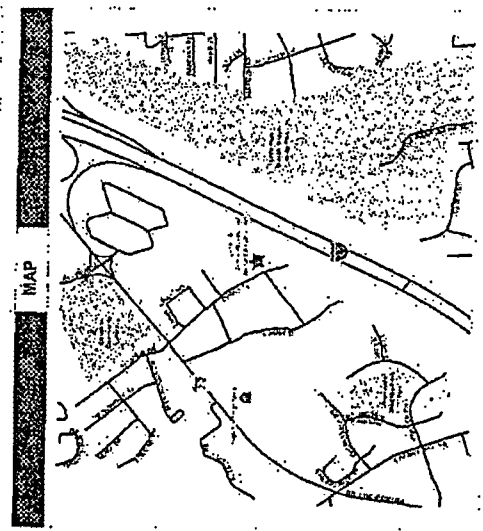
FUNDING SCHEDULE (000.0)									
STATE	14492	0	14492	0	0	0	7027	7465	0
OTHER	16612	0	16612	0	500	2500	7093	6519	0
TOTAL	31104	0	31104	0	500	2500	14120	13984	0

DESCRIPTION: A full renovation/replacement and addition is recommended for James E. Duckworth Regional Center (Planning area 2) to repurpose the building as a neighborhood school with regional special education services for 35 medically fragile students (elementary only). Using the Board-adopted prototypical educational specifications, the ECFMP recommends 17,000 additional SF for a combined capacity of 450 (PreK-5) including approximately 10 elementary-aged Community Referenced Instruction (CRI) and 35 medically fragile, regional special education students.

JUSTIFICATION: This project is part of a district-wide initiative to educate students with disabilities in the least restrictive environment; however the sequencing of the change requires that the neighborhood-based services be established for ages 11-21.

James E. Duckworth ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

PROJECT STATUS			
LAND STATUS	Publicly Owned Land		
PROJECT STATUS	Design Not Begun		
PERCENT COMPLETED			
ESTIMATED COMPLETION DATE	06/2023		



THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA777205	KENMOOR MS	BOARD OF EDUCATION

COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	Original
Five	Five	CLASS	Replacement
Landover Area		FUNCTION	Instruction
2500 Kenmoor Drive			

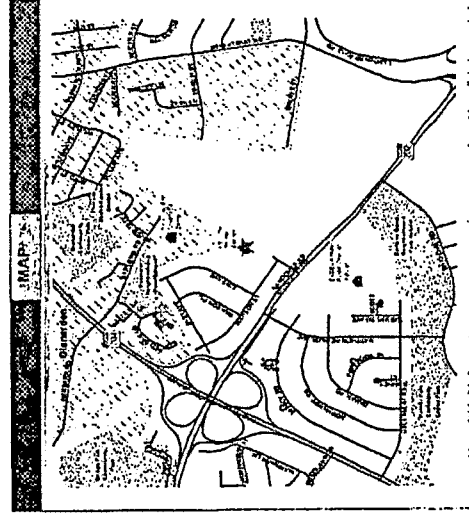
OPERATING IMPACT (000,S)	
DEBT SERVICE	45
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	45
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2017
YEAR FIRST IN CAPITAL BUDGET	FY XX
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	500
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	5500	0	5500	500	5000	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	84956	0	84956	0	0	29658	32856	22442	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	90456	0	90456	500	5000	29658	32856	22442	0

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	08/2023

FUNDING SCHEDULE (000,S)									
G O B D S	500	0	500	0	0	0	0	0	0
STATE	40225	0	40225	0	0	13568	15802	10855	0
OTHER	49731	0	49731	0	5000	16090	17054	11587	0
TOTAL	90456	0	90456	500	5000	29658	32856	22442	0



**DESCRIPTION AND JUSTIFICATION**

**DESCRIPTION:** A full renovation/replacement and addition is recommended for Kenmoor Middle School driven by educational adequacy deficiencies, poor condition of the building systems, and projected overutilization. Using the Board-adopted prototypical educational specifications, the EFMP recommends a total of 170,381 Sq. Ft. (42,000 additional SF) for a maximum capacity of 1200.

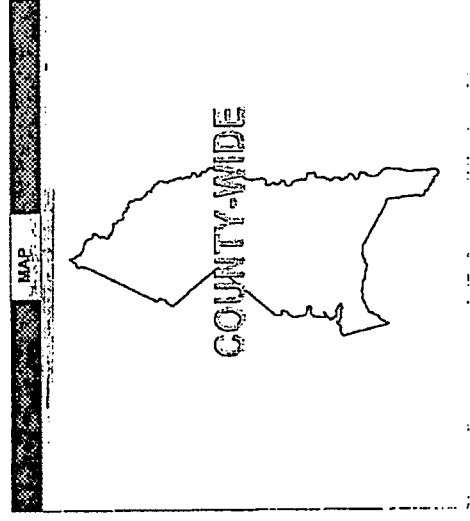
**JUSTIFICATION:** Kenmoor MS is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
A4772953	LAND & BUILDING ACQUISITION	BOARD OF EDUCATION	
COUNCIL DIST. PLANNING AREA ADDRESS			
Multi-District Not Applicable County-wide			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION			
Continued Land Acquisition Instruction			
DEBT SERVICE			2421
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			2421
COST SAVINGS			0

APPROPRIATION DATA (000.S)			
YEAR FIRST IN CIP	FY 2002		
YEAR FIRST IN CAPITAL BUDGET	FY 2002		
CURRENT AUTH. THRU	FY 10 19901		
CUMULATIVE APPROP. THRU	FY 10 9901		
APPROPRIATION REQUESTED	1450		
BONDS SOLD	9901		
OTHER FUNDS	0		
TOTAL FUNDS RECEIVED	9901		
EXPENDITURES & ENCUMBRANCES	9901		
UNENCUMBERED BALANCE	9901		

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	78
ESTIMATED COMPLETION DATE	06/2025



CIP ID NO.	PROJECT NAME	AGENCY
A4772953	LAND & BUILDING ACQUISITION	BOARD OF EDUCATION
COUNCIL DIST. PLANNING AREA ADDRESS		
Multi-District Not Applicable County-wide		
LOCATION AND CLASSIFICATION		
STATUS CLASS FUNCTION		
Continued Land Acquisition Instruction		

EXPENDITURE SCHEDULE (000.S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	17000	0	15000	1450	2710	2710	2710	2710	2000
CONST	9901	3149	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	26901	3149	15000	1450	2710	2710	2710	2710	2000

FUNDING SCHEDULE (000.S)									
G O BDS	26901	7000	2901	15000	1450	2710	2710	2710	2000
TOTAL	26901	7000	2901	15000	1450	2710	2710	2710	2000

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION: This project provides funds for acquisition of private property to be used for school sites.	
JUSTIFICATION: With the rapid growth in population in Prince George's County, the locations needed for schools often do not align with the limited inventory of sites owned by the Board of Education, M-NCPPC, and the County government. The acquisition of private properties to supplement the inventory of publicly-owned sites will become an increasing reality in future years. Future request for private property acquisitions to be determined.	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. AA778827	PROJECT NAME LEAD REMEDIATION PROJECTS	AGENCY BOARD OF EDUCATION	OPERATING IMPACT (000,S)
COUNCIL DIST PLANNING AREA ADDRESS Multi-District Not Applicable County-wide			DEBT SERVICE 540 MAINTENANCE COSTS 0 OPERATING COSTS 0 TOTAL 540 COST SAVINGS 0
LOCATION AND CLASSIFICATION		STATUS	
Continued Rehabilitation Instruction			

EXPENDITURE SCHEDULE (000,S)									
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 5 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	BEYOND 5 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	6000	0	2200	3800	1500	1500	200	200	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	6000	0	2200	3800	1500	1500	200	200	0

YEAR FIRST IN CIP	FY 1981
YEAR FIRST IN CAPITAL BUDGET	FY 1981
CURRENT AUTH. THRU	FY 18 3200
CUMULATIVE APPROP. THRU	FY 18 2200
APPROPRIATION REQUESTED	1500
BONDS SOLD	2200
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	2200
EXPENDITURES & ENCUMBRANCES	2200
UNENCUMBERED BALANCE	0

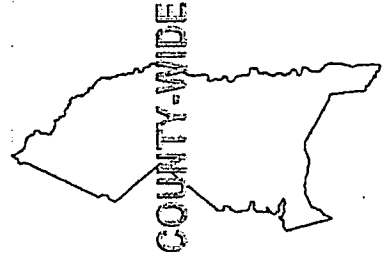
PROJECT STATUS	Publicly Owned Land Design Not Begun
LAND STATUS	25
PERCENT COMPLETED	09/2023
ESTIMATED COMPLETION DATE	

FUNDING SCHEDULE (000,S)									
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 5 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	BEYOND 5 YRS
G.O.B.D.S	6000	0	2200	3800	1500	1500	200	200	0
TOTAL	6000	0	2200	3800	1500	1500	200	200	0

DESCRIPTION AND JUSTIFICATION

DESCRIPTION: This project provides funds to remediate possible lead from drinking water and to meet EPA standards.

JUSTIFICATION: All code requirements were met at the time the schools were built; however EPA codes have continued to be upgraded.



THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM


CIP ID NO. AA77218	PROJECT NAME LONGFIELDS ES	AGENCY BOARD OF EDUCATION	OPERATING IMPACT (000.S) DEBT SERVICE 0 MAINTENANCE COSTS 0 OPERATING COSTS 0 TOTAL COST SAVINGS 0
COUNCIL DIST SUITLAND, DISTRICT HEIGHTS & VICINITY ADDRESS 3300 NEWKIRK AVE		LOCATION AND CLASSIFICATION STATUS CLASS FUNCTION Original Replacement Instruction	
EXPENDITURE SCHEDULE (000.S)		APPROPRIATION DATA (000.S)	
TOTAL	THRU FY 17	EST. FY 18	YEAR FIRST IN CIP FY 2017
1000	0	0	YEAR FIRST IN CAPITAL BUDGET FY XX
LAND	0	0	CURRENT AUTH. THRU FY 18 0
CONST	30220	0	CUMULATIVE APPROP. THRU FY 18 0
EQUIP	0	0	APPROPRIATION REQUESTED 0
OTHER	0	0	BONDS SOLD 0
TOTAL	31220	0	OTHER FUNDS 0
			TOTAL FUNDS RECEIVED 0
			EXPENDITURES & ENCUMBRANCES 0
			UNENCUMBERED BALANCE 0
FUNDING SCHEDULE (000.S)		PROJECT STATUS	
STATE	14461	0	LAND STATUS No Land Involved
OTHER	16759	0	PROJECT STATUS Design Not Begun
TOTAL	31220	0	PERCENT COMPLETED 0
			ESTIMATED COMPLETION DATE 06/2023
DESCRIPTION AND JUSTIFICATION		MAP	
<p>DESCRIPTION: A full renovation/replacement and addition is recommended for Longfields Elementary School (Planning area 21) driven by educational adequacy deficiencies, poor condition of the building systems. Using the Board-adopted prototypical educational specifications, the EFMP recommends 8,000 additional SF for a maximum capacity of 425 (Grades PreK-5).</p> <p>JUSTIFICATION: Longfield ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>			

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)												
A4779153	MAJOR REPAIRS LIFECYCLE REPLACEMENTS	BOARD OF EDUCATION													
<table border="1"> <tr> <td>DEBT SERVICE</td> <td>12406</td> </tr> <tr> <td>MAINTENANCE COSTS</td> <td>0</td> </tr> <tr> <td>OPERATING COSTS</td> <td>0</td> </tr> <tr> <td>TOTAL</td> <td>12406</td> </tr> <tr> <td>COST SAVINGS</td> <td>0</td> </tr> </table>				DEBT SERVICE	12406	MAINTENANCE COSTS	0	OPERATING COSTS	0	TOTAL	12406	COST SAVINGS	0		
DEBT SERVICE	12406														
MAINTENANCE COSTS	0														
OPERATING COSTS	0														
TOTAL	12406														
COST SAVINGS	0														
<table border="1"> <tr> <td>COUNCIL DIST</td> <td>Multi-District</td> <td>STATUS</td> <td>Continued</td> </tr> <tr> <td>PLANNING AREA</td> <td>Not Applicable</td> <td>CLASS</td> <td>Rehabilitation</td> </tr> <tr> <td>ADDRESS</td> <td>County-wide</td> <td>FUNCTION</td> <td>Instruction</td> </tr> </table>				COUNCIL DIST	Multi-District	STATUS	Continued	PLANNING AREA	Not Applicable	CLASS	Rehabilitation	ADDRESS	County-wide	FUNCTION	Instruction
COUNCIL DIST	Multi-District	STATUS	Continued												
PLANNING AREA	Not Applicable	CLASS	Rehabilitation												
ADDRESS	County-wide	FUNCTION	Instruction												

		EXPENDITURE SCHEDULE (000.S)										APPROPRIATION DATA (000.S)	
	TOTAL	THRU FY 17	EST FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 5 YRS	YEAR FIRST IN CIP	FY 1988
PLANS	192	0	0	192	32	32	32	32	32	32	0	YEAR FIRST IN CAPITAL BUDGET	FY 1988
LAND	0	0	0	0	0	0	0	0	0	0	0	CURRENT AUTH. THRU	FY 18 143734
CONST	155685	64462	29272	61951	12111	9968	9968	9968	9968	9968	0	CUMULATIVE APPROP. THRU	FY 18 93734
EQUIP	0	0	0	0	0	0	0	0	0	0	0	APPROPRIATION REQUESTED	12143
OTHER	0	0	0	0	0	0	0	0	0	0	0	BONDS SOLD	77480
TOTAL	155877	64462	29272	62143	12143	10000	10000	10000	10000	10000	0	OTHER FUNDS	18254
												TOTAL FUNDS RECEIVED	93734
												EXPENDITURES & ENCUMBRANCES	93734
												UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000.S)												PROJECT STATUS	
G O BDS	137848	55534	21946	60368	10368	10000	10000	10000	10000	10000	0	LAND STATUS	Publicly Owned Land
STATE	2700	0	2700	0	0	0	0	0	0	0	0	PROJECT STATUS	Under Construction
OTHER	15329	8920	4626	1775	1775	0	0	0	0	0	0	PERCENT COMPLETED	90
TOTAL	155877	64453	29272	62143	12143	10000	10000	10000	10000	10000	0	ESTIMATED COMPLETION DATE	06/2024

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: This project provides funding for the repair and replacement of track surfaces, bleachers, lockers, boilers, HVAC/electrical systems, elevators, energy projects, environmental issues, repaving, painting, roof/structural systems, emergency repairs, and expense associated with meeting federally-mandated regulations.</p> <p>JUSTIFICATION: The average age of school buildings is approximately 40 years and the support systems have exceeded their life expectancy. Consequently, there has been a marked increase in mechanical, electrical and structural component failures. The cost of either planned replacements or emergency repairs, for such items far exceed provisions in the annual maintenance operating budget.</p>	
 <p>COUNTY-WIDE</p>	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000, \$)
AA770073	MARGARET BRENT ES SEI REPLACEMENT	BOARD OF EDUCATION	
COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	
PLANNING AREA	Three	Original	
ADDRESS	Defense Hgts-Bladensburg & Vicinity	Replacement	
	5816 Lamont Terrace	Instruction	

EXPENDITURE SCHEDULE (000, \$)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	1500	0	1500	0	0	500	1000	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	44257	0	44257	0	0	0	1500	18566	24171
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	45757	0	45757	0	0	500	2500	18566	24171

APPROPRIATION DATA (000, \$)			
YEAR FIRST IN CIP	FY 2012		
YEAR FIRST IN CAPITAL BUDGET	FY XX		
CURRENT AUTH. THRU	FY 18	0	
CUMULATIVE APPROP. THRU	FY 18	0	

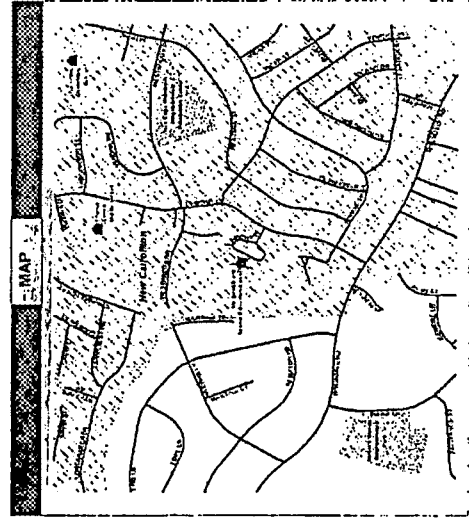
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000, \$)			
STATE	21661	0	21661
OTHER	24096	0	24096
TOTAL	45757	0	45757

PROJECT STATUS	Publicly Owned Land
LAND STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	08/2024

DESCRIPTION AND JUSTIFICATION	<p>DESCRIPTION: A full renovation/replacement and addition is recommended for Margaret Brent Regional Center (Planning area 8) to repurpose the building as a neighborhood school with regional special education services for 45 medically fragile students (elementary only). Using the Board-adopted prototypical educational specifications, the EEMP recommends 38,000 (30,000+8,000 Regional Services) additional SF for a maximum capacity of 49 (PreK-5) including approximately 49 medically fragile, regional special education students.</p> <p>JUSTIFICATION: This project is part of a district-wide initiative to educate students with disabilities in the least restrictive environment; however the sequencing of the change requires that the neighborhood-based services be established for ages 15-21.</p> <p>Margaret Brent ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>
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THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
A4770024	NEW ADELPHI AREA MIDDLE SCHOOL #1	BOARD OF EDUCATION
COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS
PLANNING AREA	Not Applicable	Original
ADDRESS	Not Applicable	New Construction
	Location Not Determined	Instruction

OPERATING IMPACT (000.S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS

4489  
0  
0  
4489  
0

APPROPRIATION DATA (000.S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
APPROPRIATION REQUESTED
BONDS SOLD
OTHER FUNDS
TOTAL FUNDS RECEIVED
EXPENDITURES & ENCUMBRANCES
UNENCUMBERED BALANCE

FY 2016  
FY 2018  
FY 19 0  
FY 18 0

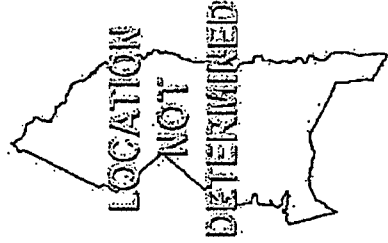
3000

0  
0  
0  
0  
0

PROJECT STATUS
LAND STATUS
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE

Location Not Determined  
Design Not Begun  
0  
08/2021

MAP
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EXPENDITURE SCHEDULE (000.S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	4000	0	4000	3000	1000	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	86623	0	86623	0	21980	32192	32441	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	90623	0	90623	3000	22980	32192	32441	0	0

FUNDING SCHEDULE (000.S)									
GO BDS	STATE	TOTAL	GO BDS	STATE	TOTAL	GO BDS	STATE	TOTAL	GO BDS
49626	40997	90623	0	0	0	11545	17989	17082	0
0	0	0	0	0	0	11445	14193	15359	0
0	0	0	0	0	0	32192	32441	0	0
0	0	0	0	0	0	0	0	0	0

DESCRIPTION: Since the PGCP's Board adopted an educational initiative to transition 6th grade students to middle school, the system has been gradually changing to a Grades K-5/6-9 configuration on a 'space available basis.' However, a complete reorganization will not be able to occur in the northern part of the county unless the District adds new middle school capacity. The estimated budget is based on a 1,200 student SRC and approximately 174,000 SF building. The new school will include a three room cluster for students with severe and profound disabilities (Special Education Regional Program) currently located at James Duxworth Regional.

JUSTIFICATION: Projected overutilization is the primary concern for middle schools in the northern part of the county. Overutilization at the middle schools is also preventing the realignment of the 6th grades, exacerbating similar overutilization at the elementary schools. This new middle school will address the most significant capacity needs.

This project is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

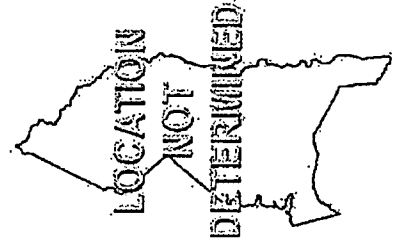
## THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000'S)
A4770025	NEW GLENRIDGE AREA MIDDLE SCHOOL #2.	BOARD OF EDUCATION	
COUNCIL/DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	DEBT SERVICE MAINTENANCE COSTS OPERATING COSTS TOTAL COST SAVINGS
	Not Applicable Not Applicable Location Not Determined	Projected New Construction Instruction	4468 0 0 4468 0

EXPENDITURE SCHEDULE (000'S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD.YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	4000	0	4000	4000	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	66623	0	66623	0	21999	32192	32441	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	90623	0	90623	4000	21999	32182	32441	0	0
APPROPRIATION DATA (000'S)									
YEAR FIRST IN CIP	FY 2016								
YEAR FIRST IN CAPITAL BUDGET	FY XX								
CURRENT AUTH. THRU	FY 18								0
CUMULATIVE APPROP. THRU	FY 18								0
APPROPRIATION REQUESTED	4000								
BONDS SOLD	0								0
OTHER FUNDS	0								0
TOTAL FUNDS RECEIVED	0								0
EXPENDITURES & ENCUMBRANCES	0								0
UNENCUMBERED BALANCE	0								0

PROJECT STATUS	LAND STATUS
PROJECT STATUS	Location Not Determined
PERCENT COMPLETED	Design Not Begun
ESTIMATED COMPLETION DATE	08/2021

MAP
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FUNDING SCHEDULE (000'S)									
G O BDS	49626	0	49626	4000	10545	17989	17082	0	0
STATE	40997	0	40997	0	11445	14193	15356	0	0
TOTAL	90623	0	90623	4000	21990	32182	32441	0	0

DESCRIPTION AND JUSTIFICATION
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DESCRIPTION: Since the PGCPSS Board adopted an educational initiative to transition 6th grade students to middle school, the system has been gradually changing to a Grades K-5/6-8 configuration on a space available basis. However, a complete reorganization will not be able to occur in the northern part of the county unless the District adds new middle school capacity. The estimated budget is based on a 1,200 students SRC and approximately 174,000 SF building. This new school will include a three room cluster for students with severe and profound disabilities (Special Education Regional Program) currently located at Margaret Brent Regional stand-alone facility.

JUSTIFICATION: Projected overutilization is the primary concern for middle schools in the northern part of the county. Overutilization at the middle schools is also preventing the realignment of the 6th grades, exacerbating similar overutilization at the elementary schools. This new middle school will address the most significant capacity needs.

This project is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000'S)
AN77202	NORTHERN AREA HS #1 AREA 38	BOARD OF EDUCATION	
COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	DEBT SERVICE
PLANNING AREA	Original	Class	MAINTENANCE COSTS
ADDRESS	New Construction	Function	OPERATING COSTS
	Location Not Determined		TOTAL
			COST SAVINGS

EXPENDITURE SCHEDULE (000'S)									
TOTAL	THRU FY 17	EST. FY 18	BUD YR	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	5000	0	0	0	0	5000	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	148733	0	110092	0	0	0	29978	38141	41973
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	153733	0	115092	0	0	5000	29978	38141	41973
BEYOND 5 YRS									

FUNDING SCHEDULE (000'S)									
STATE	75295	0	0	54984	0	0	0	13413	20331
OTHER	78438	0	0	60128	0	0	5000	18565	20753
TOTAL	153733	0	0	115092	0	0	5000	29978	41973
DESCRIPTION AND JUSTIFICATION									
DESCRIPTION: A new high school is recommended for the northern part of the County (Planning area 38) driven by current and projected over utilization. The proposed SRC for the New High School is 1700 with a core capacity of 2000. Using the Board-adopted prototypical educational specifications, the EFMP recommends a 269,000 SF building.									
JUSTIFICATION: This project is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.									

LAND STATUS	PROJECT STATUS	PERCENT COMPLETED	ESTIMATED COMPLETION DATE
	Location Not Determined	Design Not Begun	06/2025

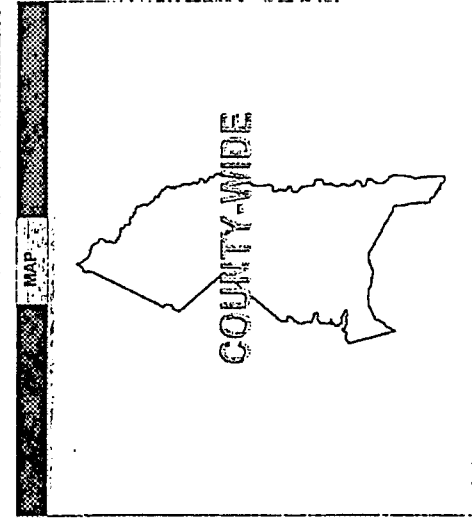


THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
AA774833	PARKING LOTS/ DRIVEWAYS	BOARD OF EDUCATION	
COUNCIL DIST PLANNING AREA ADDRESS			
Multi-District Not Applicable County-wide			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION			Continued Rehabilitation Instruction
DEBT SERVICE MAINTENANCE COSTS			2045 0
OPERATING COSTS			0
TOTAL			2045
COST SAVINGS			0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2001
YEAR FIRST IN CAPITAL BUDGET	FY 2001
CURRENT AUTH. THRU	FY 18 48117
CUMULATIVE APPROP. THRU	FY 18 10446
APPROPRIATION REQUESTED	2007
BONDS SOLD	10446
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	10446
EXPENDITURES & ENCUMBRANCES	10446
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	45
ESTIMATED COMPLETION DATE	06/2024



CIP ID NO.	PROJECT NAME	AGENCY
AA774833	PARKING LOTS/ DRIVEWAYS	BOARD OF EDUCATION
COUNCIL DIST PLANNING AREA ADDRESS		
Multi-District Not Applicable County-wide		
LOCATION AND CLASSIFICATION		
STATUS CLASS FUNCTION		
Continued Rehabilitation Instruction		

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 8 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	22717	3150	7296	12271	2007	2239	2025	2000	2000	2000	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	22717	3150	7296	12271	2007	2239	2025	2000	2000	2000	0

FUNDING SCHEDULE (000,S)										
G O BDS	22717	4115	6331	12271	2007	2239	2025	2000	2000	0
TOTAL	22717	4115	6331	12271	2007	2239	2025	2000	2000	0

DESCRIPTION AND JUSTIFICATION									
<p>DESCRIPTION: This project provides funding for additional entrance/exist drives, vehicle turnarounds, bus waiting areas, sidewalks, and parent drop-off/pick-up areas at various school sites to accommodate the increased volume of traffic and improve on-site safety.</p> <p>JUSTIFICATION: Most schools were built when a majority of students walked to school and driveways were designed to handle only staff and visitor parking with a limited number of school buses. With the increase in school bus traffic and the number of parent's transporting children to and from school, driveways often cannot handle the traffic volume. This situation has resulted in congestion during arrival and dismissal times.</p>									

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.		PROJECT NAME		AGENCY		OPERATING IMPACT (000,S)	
AA772603		PLANNING AND DESIGN		BOARD OF EDUCATION			

COUNCIL DIST		LOCATION AND CLASSIFICATION		STATUS	
PLANNING AREA		Multi-District		Continued	
ADDRESS		Not Applicable		Non Construction	
		County-wide		Instruction	

		EXPENDITURE SCHEDULE (000,S)							BEYOND 6 YRS		
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	
PLANS	31500	0	0	31500	1000	5500	6000	6000	6000	7000	0
LAND	16750	8180	8560	0	0	0	0	0	0	0	0
CONST	0	0	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	48250	8180	8560	31500	1000	5500	6000	6000	6000	7000	0

YEAR FIRST IN CIP		APPROPRIATION DATA (000,S)	
YEAR FIRST IN CAPITAL BUDGET		FY 2002	
CURRENT AUTH. THRU		FY 18 42250	
CUMULATIVE APPROP. THRU		FY 18 16750	
APPROPRIATION REQUESTED		1000	
BONDS SOLD		16750	
OTHER FUNDS		0	
TOTAL FUNDS RECEIVED		16750	
EXPENDITURES & ENCUMBRANCES		16750	
UNENCUMBERED BALANCE		0	

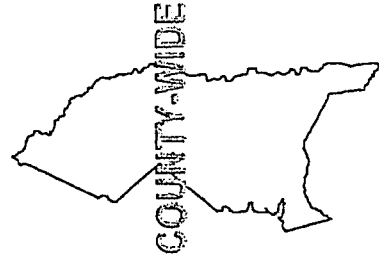
PROJECT STATUS		MAP	
LAND STATUS		No Land Involved	
PROJECT STATUS		Not Applicable	
PERCENT COMPLETED		100	
ESTIMATED COMPLETION DATE		06/2014	

		FUNDING SCHEDULE (000,S)							BEYOND 6 YRS		
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	
G O B D S	17750	8350	8400	1000	1000	0	0	0	0	0	0
OTHER	30500	0	0	30500	0	5500	6000	6000	6000	7000	0
TOTAL	48250	8350	8400	31500	1000	5500	6000	6000	6000	7000	0

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: This project provides the necessary funding to support capital projects that require both State construction funding and county funding to complete the design prior to the approval of State funds. Projects in this category include Open Space Pods, Systemic and other renovation type projects. By programming projects concurrently, this leads to a more expedient commence forward construction, once State funding is received.</p> <p>JUSTIFICATION: This will further validate, update, quantify and justify the capital improvements need for the District, and provide source of funds to initiate planning and design earlier than customary for capital improvement in the BOE six-year plan. The result of this assessment will set the stage for projects immediate needs and prioritization.</p>	



THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
AA770623	PLAYGROUND EQUIPMENT PLAY FIELD REPL	BOARD OF EDUCATION	DEBT SERVICE 339 MAINTENANCE COSTS 0 OPERATING COSTS 0 TOTAL 339 COST SAVINGS 0
COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	
Multi-District Not Applicable County-wide		Original Rehabilitation Instruction	

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	3898	1858	1200	0	360	210	270	150	210
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	3898	1858	1200	0	360	210	270	150	210

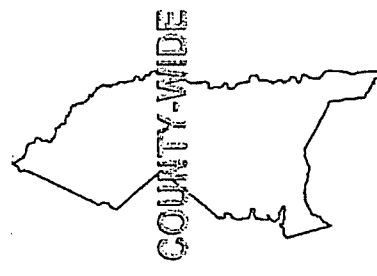
APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 2012		
YEAR FIRST IN CAPITAL BUDGET	FY 2014		
CURRENT AUTH. THRU	FY 18 3688		
CUMULATIVE APPROP. THRU	FY 18 2698		
APPROPRIATION REQUESTED	0		

BONDS SOLD	2563
OTHER FUNDS RECEIVED	135
TOTAL FUNDS RECEIVED	2698
EXPENDITURES & ENCUMBRANCES	2698
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,S)	
G O B D S	3763
OTHER	135
TOTAL	3898

LAND STATUS	Publicly Owned Land
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

DESCRIPTION AND JUSTIFICATION									
DESCRIPTION:	This project replaces or provides new playground equipment. Includes playground equipment for all schools. FY18 "Other" will come from Rosecroft funds for Allenwood ES playground and basketball court renovations and Apple Grove ES fencing and basketball court renovations (\$45K); Flintstone ES playground upgrades (\$45K) and Samuel Chase ES playground upgrades (\$45K).								
JUSTIFICATION:	Many school facilities have playground equipment that has aged and is in need of repair or replacement								



COUNTY-WIDE

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
A077219	POTOMAC LANDING ES	BOARD OF EDUCATION	
COUNCIL DIST PLANNING AREA ADDRESS		LOCATION AND CLASSIFICATION	
Eight South Potomac 12500 Ft. Washington Road		STATUS CLASS FUNCTION	Original Replacement Instruction
DEBT SERVICE		0	
MAINTENANCE COSTS		0	
OPERATING COSTS		0	
TOTAL		0	
COST SAVINGS		0	

EXPENDITURE SCHEDULE (000.S)										APPROPRIATION DATA (000.S)			
TOTAL	THRU FY 17	EST. FY 18	TOTAL 5 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 5 YRS	YEAR FIRST IN CIP	FY 2017
PLANS	1000	0	1000	0	0	0	0	500	500	0	0	FY XX	FY 18 0
LAND	0	0	0	0	0	0	0	0	0	0	0	CUMULATIVE APPROP. THRU	FY 18 0
CONST	31351	0	15141	0	0	0	0	0	2000	13141	16210	APPROPRIATION REQUESTED	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0	BONDS SOLD	0
OTHER	0	0	0	0	0	0	0	0	0	0	0	OTHER FUNDS	0
TOTAL	32351	0	16141	0	0	0	0	500	2500	13141	16210	TOTAL FUNDS RECEIVED	0
												EXPENDITURES & ENCUMBRANCES	0
												UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000.S)										PROJECT STATUS			
STATE	14480	0	4852	0	0	0	0	0	0	LAND STATUS	No Land Involved	PROJECT STATUS	Design Not Begun
OTHER	17891	0	11289	0	0	0	0	500	2500	PERCENT COMPLETED	0	ESTIMATED COMPLETION DATE	06/2024
TOTAL	32351	0	16141	0	0	0	0	500	2500				

DESCRIPTION AND JUSTIFICATION	MAP
<p>DESCRIPTION: A full renovation/replacement and addition is recommended for Potomac Landing Elementary School (Planning area 32) driven by educational adequacy deficiencies, poor condition of the building systems. The recently adopted Education Facilities Master Plan (EFMP) recommends rebalancing elementary school enrollment through closures and consolidation in this planning area. Using the Board-adopted prototypical educational specifications, the EFMP recommends a capacity of 425 for the school.</p> <p>JUSTIFICATION: Potomac Landing ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan</p>	

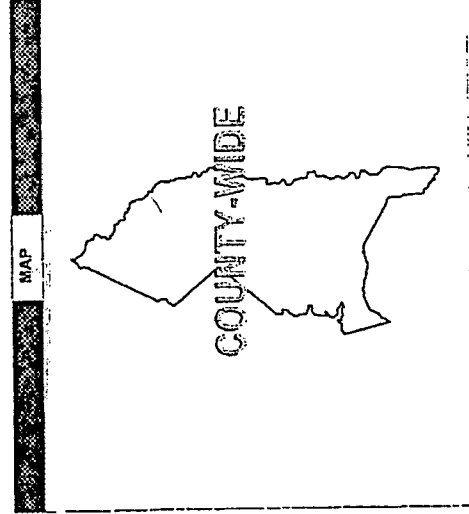
THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
AA770153	QUALIFIED ZONE ACADEMY BOND (QZAB) PROGRAM	BOARD OF EDUCATION	DEBT SERVICE 0 MAINTENANCE COSTS 0 OPERATING COSTS 0 TOTAL COST SAVINGS 0
COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION STATUS CLASS FUNCTION Original Non Construction Instruction		

EXPENDITURE SCHEDULE (000,S)									
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	2769	0	2769	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	2769	0	2769	0	0	0	0	0	0

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 2014		
YEAR FIRST IN CAPITAL BUDGET	FY 2014		
CURRENT AUTH. THRU	FY 18	7769	
CUMULATIVE APPROP. THRU	FY 18	2769	
APPROPRIATION REQUESTED		0	
BONDS SOLD		0	
OTHER FUNDS RECEIVED		2769	
TOTAL FUNDS RECEIVED		2769	
EXPENDITURES & ENCUMBRANCES		2769	
UNENCUMBERED BALANCE		0	

PROJECT STATUS	LAND STATUS
	No Land Involved
	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	09/2023



FUNDING SCHEDULE (000,S)									
	OTHER	2769	0	2769	0	0	0	0	0
TOTAL	2769	0	2769	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION
DESCRIPTION: This project can be used for capital improvements, repairs, and deferred maintenance work. These funds may not be used to construct new public schools or to build additions to existing public schools. JUSTIFICATION: This project is authorized by the federal government to enable the State to sell bonds to allocate the proceeds to public school systems for capital improvements at eligible public school buildings

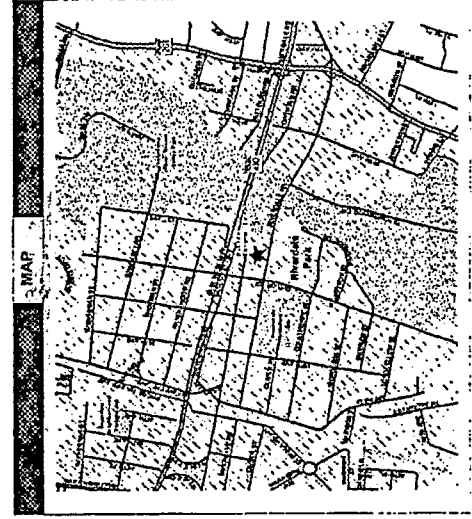
THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)												
AA777220	RIVERDALE ES	BOARD OF EDUCATION													
<table border="1"> <tr> <th colspan="2">LOCATION AND CLASSIFICATION</th> <th>STATUS</th> </tr> <tr> <td>COUNCIL DIST</td> <td>Three</td> <td>Original</td> </tr> <tr> <td>PLANNING AREA</td> <td>Hyattsville and Vicinity</td> <td>Replacement</td> </tr> <tr> <td>ADDRESS</td> <td>5006 Riverdale Road</td> <td>Instruction</td> </tr> </table>				LOCATION AND CLASSIFICATION		STATUS	COUNCIL DIST	Three	Original	PLANNING AREA	Hyattsville and Vicinity	Replacement	ADDRESS	5006 Riverdale Road	Instruction
LOCATION AND CLASSIFICATION		STATUS													
COUNCIL DIST	Three	Original													
PLANNING AREA	Hyattsville and Vicinity	Replacement													
ADDRESS	5006 Riverdale Road	Instruction													
<table border="1"> <tr> <td>DEBT SERVICE</td> <td>0</td> </tr> <tr> <td>MAINTENANCE COSTS</td> <td>0</td> </tr> <tr> <td>OPERATING COSTS</td> <td>0</td> </tr> <tr> <td>TOTAL</td> <td>0</td> </tr> <tr> <td>COST SAVINGS</td> <td>0</td> </tr> </table>				DEBT SERVICE	0	MAINTENANCE COSTS	0	OPERATING COSTS	0	TOTAL	0	COST SAVINGS	0		
DEBT SERVICE	0														
MAINTENANCE COSTS	0														
OPERATING COSTS	0														
TOTAL	0														
COST SAVINGS	0														

EXPENDITURE SCHEDULE (000.S)												APPROPRIATION DATA (000.S)			
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	YEAR FIRST IN CIP	FY 2017		
PLANS	1000	0	0	1000	0	0	0	500	500	0	0	YEAR FIRST IN CAPITAL BUDGET	FY XX		
LAND	0	0	0	0	0	0	0	0	0	0	0	CURRENT AUTH. THRU	FY 18 0		
CONST	57831	0	0	28397	0	0	0	0	4500	23897	28434	CUMULATIVE APPROP. THRU	FY 18 0		
EQUIP	0	0	0	0	0	0	0	0	0	0	0	APPROPRIATION REQUESTED	0		
OTHER	0	0	0	0	0	0	0	0	0	0	0	BONDS SOLD	0		
												OTHER FUNDS	0		
												TOTAL FUNDS RECEIVED	0		
												EXPENDITURES & ENCUMBRANCES	0		
TOTAL	58831	0	0	29397	0	0	0	500	5000	23897	29434	UNENCUMBERED BALANCE	0		

FUNDING SCHEDULE (000.S)			
STATE	22433	0	0
OTHER	36398	0	0
TOTAL	58831	0	0

<p>DESCRIPTION: A full renovation/replacement and addition is recommended for Riverdale Elementary School (Planning area 7) driven by educational adequacy deficiencies, poor condition of the building systems, and projected overutilization. Using the Board-adopted prototypical educational specifications, the recently completed and adopted Educational Facilities Master Plan (EFMP) recommends 46,000 additional SF for a capacity of 800</p>	
<p>JUSTIFICATION: Riverdale ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan</p>	

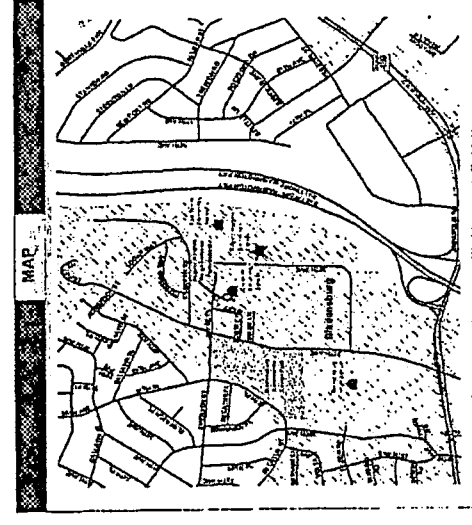


THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000 \$)
A077221	ROGERS HEIGHTS ES	BOARD OF EDUCATION	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Five Defense Hgls-Bladensburg & Vicinity 4301 58th Ave	Original Replacement Instruction	
DEBT SERVICE			0
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			0
COST SAVINGS			0

APPROPRIATION DATA (000 \$)			
YEAR FIRST IN CIP	FY 2017		
YEAR FIRST IN CAPITAL BUDGET	FY XX		
CURRENT AUTH. THRU	FY 18	0	
CUMULATIVE APPROP. THRU	FY 18	0	
APPROPRIATION REQUESTED			0
BONDS SOLD			0
OTHER FUNDS			0
TOTAL FUNDS RECEIVED			0
EXPENDITURES & ENCUMBRANCES			0
UNENCUMBERED BALANCE			0

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2025



CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000 \$)
A077221	ROGERS HEIGHTS ES	BOARD OF EDUCATION	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Five Defense Hgls-Bladensburg & Vicinity 4301 58th Ave	Original Replacement Instruction	

EXPENDITURE SCHEDULE (000 \$)									
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	BEYOND 6 YRS
PLANS	500	0	0	500	0	0	0	500	0
LAND	4000	0	0	4000	0	0	0	4000	0
CONST	42569	0	0	20119	0	0	0	1000	22450
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	47069	0	0	24619	0	0	0	5000	22450

FUNDING SCHEDULE (000 \$)									
	STATE	OTHER	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	BEYOND 6 YRS
STATE	18750	0	18750	0	0	7060	0	0	11690
OTHER	28319	0	28319	0	0	17559	0	5000	10760
TOTAL	47069	0	47069	0	0	24619	0	5000	22450

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: A limited renovation (Systems Replacement) and addition is recommended for Rogers Heights ES (Planning Area 12) driven by education adequacy deficiencies and poor condition of the building systems and overutilization. Using the Board-adopted prototypical educational specifications, the EFMP recommends a capacity of 32,000 additional SF for a capacity of 640 (Prnk-5).</p> <p>JUSTIFICATION: Rogers Heights ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>	

CIP ID NO.	PROJECT NAME	AGENCY
AAT77222	ROSE VALLEY ES	BOARD OF EDUCATION

LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	STATUS CLASS FUNCTION	Original Replacement Instruction
Nine Tippett & Vicinity 8800 Lacquette Drive		

		EXPENDITURE SCHEDULE (000. \$)									
	TOTAL	THRU FY 17	EST FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	500	0	0	500	0	0	0	500	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	30582	0	0	15125	0	0	0	0	2500	12625	15457
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	31082	0	0	16625	0	0	0	500	2500	12625	15457

		FUNDING SCHEDULE (000 \$)									
		0	0	4662	0	0	0	0	0	0	0
STATE	14461	0	0	4662	0	0	0	0	0	0	9799
OTHER	16621	0	0	10963	0	0	0	500	2500	7963	5658
TOTAL	31082	0	0	15625	0	0	0	500	2500	12625	15457

DESCRIPTION AND JUSTIFICATION
<p><b>DESCRIPTION:</b> A full renovation/replacement and addition is recommended for Rose Valley Elementary School (Planning area 29) driven by educational adequacy deficiencies, poor condition of the building systems. Using the Board-adopted prototypical educational specifications, the EFMP recommends 2,000 additional SF for a capacity of 425 (PreK-5).</p> <p><b>JUSTIFICATION:</b> Rose Valley is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>

CIP ID NO.	PROJECT NAME	AGENCY
AA770643	SAFE PASSAGES TO SCHOOL	BOARD OF EDUCATION

COUNCIL DIST	PLANNING AREA	ADDRESS	LOCATION AND CLASSIFICATION	STATUS	CLASS	FUNCTION
					Original	Rehabilitation Instruction

		EXPENDITURE SCHEDULE (000, \$)									
	TOTAL	THRU FY 17	EST FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	7000	0	0	7000	1400	1120	1120	1120	1120	1120	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	7000	0	0	7000	1400	1120	1120	1120	1120	1120	0

FUNDING SCHEDULE (000 \$)											
	7000	0	0	7000	1400	1120	1120	1120	1120	1120	0
G O B D S											
TOTAL	7000	0	0	7000	1400	1120	1120	1120	1120	1120	0

DESCRIPTION AND JUSTIFICATION
<p><b>DESCRIPTION:</b> This project will involve the creation of multiple improvements that are oriented towards the enhancement of pedestrian safety on school properties.</p> <p><b>JUSTIFICATION:</b> This project is intended to improve pedestrian safety.</p>

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA770633	SECURITY UPGRADES	BOARD OF EDUCATION

OPERATING IMPACT (000.S)	
DEBT SERVICE	1954
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	1954
COST SAVINGS	0

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Original Rehabilitation Instruction
	Multi-District Not Applicable County-wide		

		EXPENDITURE SCHEDULE (000. \$)										
	TOTAL	THRU FY 17	EST FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	
PLANS	470	100	370	0	0	0	0	0	0	0	0	
LAND	0	0	0	0	0	0	0	0	0	0	0	
CONST	24601	3019	3582	18000	3000	3000	3000	3000	3000	3000	0	
EQUIP	0	0	0	0	0	0	0	0	0	0	0	
OTHER	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	25071	3119	3952	18000	3000	3000	3000	3000	3000	3000	0	

APPROPRIATION DATA (000.S)	
YEAR FIRST IN CIP	FY 2012
YEAR FIRST IN CAPITAL BUDGET	FY 2011
CURRENT AUTH. THRU	FY 18 8168
CUMULATIVE APPROP. THRU	FY 18 7071
APPROPRIATION REQUESTED	3000
BONDS SOLD	3710
OTHER FUNDS	3361
TOTAL FUNDS RECEIVED	7071
EXPENDITURES & ENCUMBRANCES	7071
UNENCUMBERED BALANCE	0

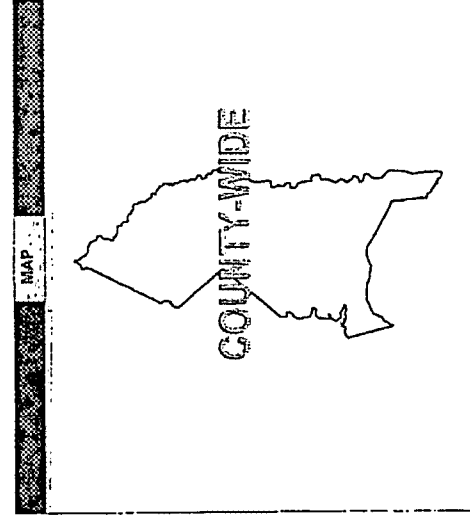
		FUNDING SCHEDULE (000.\$)									
G O B D S	21710	3532	178	18000	3000	3000	3000	3000	3000	0	
OTHER	3361	0	3361	0	0	0	0	0	0	0	
TOTAL	25071	3532	3539	18000	3000	3000	3000	3000	3000	0	

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

DESCRIPTION AND JUSTIFICATION	
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DESCRIPTION: These projects will provide for a six year capital plan to provide a security camera infrastructure plan for the elementary, middle, high and other school facilities in Prince George's County.

JUSTIFICATION: Due to theft and vandalism, break-ins, student needs and overall security, the requested funding will provide the necessary equipment and infrastructure.



THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
AA777225	SPRINGHILL LAKE ES	BOARD OF EDUCATION	
			DEBT SERVICE 0
			MAINTENANCE COSTS 0
			OPERATING COSTS 0
			TOTAL COST SAVINGS 0

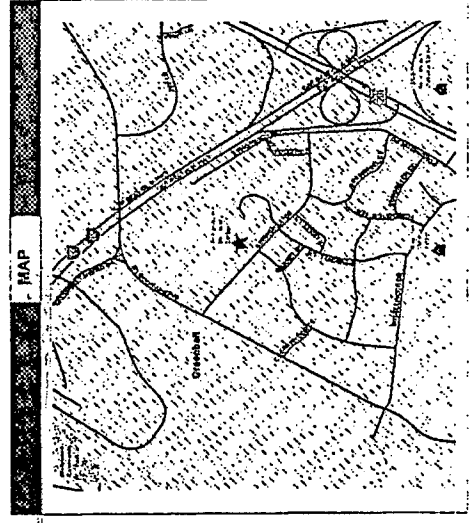
COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	CLASS	FUNCTION
Four	Greenbelt & Vicinity	Original	Replacement	Instruction
ADDRESS	6060 Springhill Drive			

APPROPRIATION DATA (000,S)	FY 2017	FY XX	FY 18	FY 18
YEAR FIRST IN CIP				
YEAR FIRST IN CAPITAL BUDGET				
CURRENT AUTH. THRU				
CUMULATIVE APPROP. THRU				
APPROPRIATION REQUESTED	0			
BONDS SOLD	0			
OTHER FUNDS	0			
TOTAL FUNDS RECEIVED	0			
EXPENDITURES & ENCUMBRANCES	0			
UNENCUMBERED BALANCE	0			

EXPENDITURE SCHEDULE (000,\$)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	1000	0	0	1000	0	0	0	0	500	500	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	57977	0	0	4500	0	0	0	0	0	4500	53477
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	58977	0	0	5500	0	0	0	0	500	5000	53477

PROJECT STATUS	LAND STATUS	PROJECT STATUS	PERCENT COMPLETED	ESTIMATED COMPLETION DATE
	No Land Involved		0	09/2023
	Design Not Begun			

FUNDING SCHEDULE (000,\$)										
STATE	22433	0	0	0	0	0	0	0	0	22433
OTHER	36544	0	0	5500	0	0	0	500	5000	31044
TOTAL	58977	0	0	5500	0	0	0	500	5000	53477



DESCRIPTION AND JUSTIFICATION	
DESCRIPTION:	A full renovation/replacement and addition is recommended for Springhill Lake Elementary School (Planning area 5) driven by educational adequacy deficiencies, poor condition of the building systems, and overutilization. Using the Board-adopted prototypical educational specifications, the EFMP recommends 40,000 additional SF for a maximum capacity of 800.
JUSTIFICATION:	Springhill Lake ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
AA770413	STEPHEN DECATUR MS SEI RENOVATION	BOARD OF EDUCATION	
COUNCIL DIST PLANNING AREA ADDRESS		LOCATION AND CLASSIFICATION	
Nine Clinton & Vicinity 8200 Pinewood Drive		STATUS CLASS FUNCTION	
		Original Rehabilitation Instruction	
DEBT SERVICE		837	
MAINTENANCE COSTS		0	
OPERATING COSTS		0	
TOTAL		837	
COST SAVINGS		0	

EXPENDITURE SCHEDULE (000,S)									
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 8 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23
PLANS	1000	0	0	1000	1000	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	16505	0	0	16505	16505	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	17505	0	0	17505	17505	0	0	0	0

APPROPRIATION DATA (000,S)				
YEAR FIRST IN CIP	FY 2013			
YEAR FIRST IN CAPITAL BUDGET	FY 2015			
CURRENT AUTH. THRU	FY 18	0		
CUMULATIVE APPROP. THRU	FY 18	0		

APPROPRIATION REQUESTED	17505
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,S)			
G O BDS	9305	0	9305
STATE	8200	0	8200
TOTAL	17505	0	17505

PROJECT STATUS	No Land Involved
LAND STATUS	Design Not Begun
PROJECT STATUS	0
PERCENT COMPLETED	06/2019
ESTIMATED COMPLETION DATE	

DESCRIPTION: The facility will be renovated to incorporate both the special education program requirements, and improve existing building conditions that affect the delivery of education all programs and services for all students. The school is a 120,070 sq. ft. facility located on a 16.4-acre site. As part of the special education future program and development plan, this school is planned to be renovated to house students from Oxon Hill Middle School, with a special education component.

JUSTIFICATION: PGCPSS is proposing a Special Education Inclusion (SEI) renovation project with an addition to serve the 38 special education Regional Program students currently located at the Tanglewood Regional stand-alone facility. This is part of a District initiative to close three of the four stand-alone Regional Schools.

MAP

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.		PROJECT NAME		AGENCY	
A4770883		SUITLAND HS COMPLEX		BOARD OF EDUCATION	

COUNCIL DIST PLANNING AREA ADDRESS		LOCATION AND CLASSIFICATION		STATUS CLASS FUNCTION	
Seven Suitland, District Heights & Vicinity Location Not Determined		Original Replacement Instruction			

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	2000	0	2000	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	188612	0	6000	182612	6000	37698	37300	50390	49923	1301	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	190612	0	8000	182612	6000	37698	37300	50390	49923	1301	0

OPERATING IMPACT (000,S)	
DEBT SERVICE	8909
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	8909
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2010
YEAR FIRST IN CAPITAL BUDGET	FY 2017
CURRENT AUTH. THRU	FY 18 160259
CUMULATIVE APPROP. THRU	FY 18 8000
APPROPRIATION REQUESTED	8000
BONDS SOLD	8000
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	8000
EXPENDITURES & ENCUMBRANCES	8000
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	08/2023

MAP	

FUNDING SCHEDULE (000,S)												
	G O B O S	STATE	TOTAL	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
G O B O S	8000	0	8000	8000	8000	6000	37698	37300	50390	49923	1301	0
STATE	91628	0	91628	91628	91628	0	19815	16547	27633	27633	0	0
TOTAL	190612	0	190612	190612	190612	6000	37698	37300	50390	49923	1301	0

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: A full renovation/replacement is recommended for the entire Suitland High School Campus including the main building, the annex, the auditorium, and the vocational wing driven by educational adequacy deficiencies, an inefficient layout (with four buildings), and the poor condition of the building systems.</p> <p>JUSTIFICATION: Suitland HS was identified as having critical systems deterioration and therefore prioritized to be among the first schools to be addressed in the PGCPSS modernization program. It is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA771023	SYSTEMIC REPLACEMENTS 2	BOARD OF EDUCATION

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Multi-District Not Applicable County-wide	Original Rehabilitation Instruction	

EXPENDITURE SCHEDULE (000,S)		APPROPRIATION DATA (000,S)									
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	555901	17551	263628	274722	49722	45000	45000	45000	45000	45000	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	555901	17551	263628	274722	49722	45000	45000	45000	45000	45000	0

OPERATING IMPACT (000,S)	
DEBT SERVICE	21550
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	21550
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2009
YEAR FIRST IN CAPITAL BUDGET	FY 2009
CURRENT AUTH. THRU	FY 18 505729
CUMULATIVE APPROP. THRU	FY 18 281179
APPROPRIATION REQUESTED	49722
BONDS SOLD	122677
OTHER FUNDS	150502
TOTAL FUNDS RECEIVED	281178
EXPENDITURES & ENCUMBRANCES	281179
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	17
ESTIMATED COMPLETION DATE	06/2022

MAP	

FUNDING SCHEDULE (000,S)	
	TOTAL
GO BPS	239448
STATE	312916
OTHER	3539
TOTAL	555901

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: This project provides funding to replace old and failing mechanical, electrical, building envelope and structural systems in older school facilities.</p> <p>JUSTIFICATION: Presently, over 100 buildings are in need of major component or system replacements, e.g., roofs, boilers, air-conditioning, elevators, energy and fuel systems. Projects are prioritized as a result of physical inspections, review of repair histories, age and type of building system.</p>	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

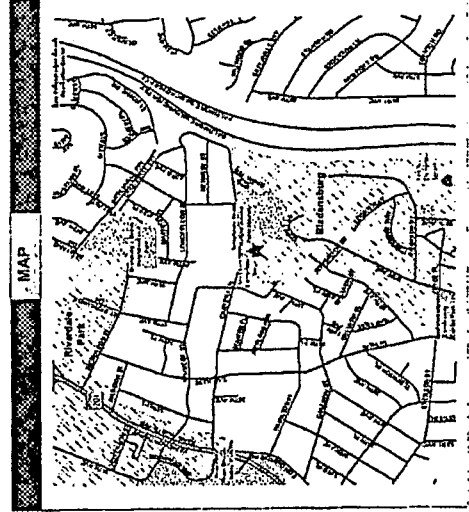
CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)														
AA77214	TEMPLETON ES	BOARD OF EDUCATION															
<table border="1"> <tr> <th colspan="2">LOCATION AND CLASSIFICATION</th> </tr> <tr> <td>COUNCIL DIST</td> <td>STATUS</td> </tr> <tr> <td>PLANNING AREA</td> <td>CLASS</td> </tr> <tr> <td>ADDRESS</td> <td>FUNCTION</td> </tr> <tr> <td>Five</td> <td>Original</td> </tr> <tr> <td>Defense Hgts-Bladensburg &amp; Vicinity</td> <td>Replacement</td> </tr> <tr> <td>8001 Carters Lane</td> <td>Instruction</td> </tr> </table>				LOCATION AND CLASSIFICATION		COUNCIL DIST	STATUS	PLANNING AREA	CLASS	ADDRESS	FUNCTION	Five	Original	Defense Hgts-Bladensburg & Vicinity	Replacement	8001 Carters Lane	Instruction
LOCATION AND CLASSIFICATION																	
COUNCIL DIST	STATUS																
PLANNING AREA	CLASS																
ADDRESS	FUNCTION																
Five	Original																
Defense Hgts-Bladensburg & Vicinity	Replacement																
8001 Carters Lane	Instruction																
<table border="1"> <tr> <td>DEBT SERVICE</td> <td>0</td> </tr> <tr> <td>MAINTENANCE COSTS</td> <td>0</td> </tr> <tr> <td>OPERATING COSTS</td> <td>0</td> </tr> <tr> <td>TOTAL</td> <td>0</td> </tr> <tr> <td>COST SAVINGS</td> <td>0</td> </tr> </table>				DEBT SERVICE	0	MAINTENANCE COSTS	0	OPERATING COSTS	0	TOTAL	0	COST SAVINGS	0				
DEBT SERVICE	0																
MAINTENANCE COSTS	0																
OPERATING COSTS	0																
TOTAL	0																
COST SAVINGS	0																

EXPENDITURE SCHEDULE (000.S)											APPROPRIATION DATA (000.S)								
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	YEAR FIRST IN CIP	YEAR FIRST IN CAPITAL BUDGET	CURRENT AUTH. THRU	CUMULATIVE APPROP. THRU	APPROPRIATION REQUESTED			
PLANS	1000	0	0	1000	0	500	500	0	0	0	0	FY 2017					FY XX		
LAND	0	0	0	0	0	0	0	0	0	0	0	FY 18	0				FY 18		
CONST	46036	0	0	46036	0	0	2000	20982	23054	0	0						0		
EQUIP	0	0	0	0	0	0	0	0	0	0	0						0		
OTHER	0	0	0	0	0	0	0	0	0	0	0						0		
TOTAL	47036	0	0	47036	0	500	2500	20982	23054	0	0						0		
												BONDS SOLD	0						
												OTHER FUNDS	0						
												TOTAL FUNDS RECEIVED	0						
												EXPENDITURES & ENCUMBRANCES	0						
												UNENCUMBERED BALANCE	0						

FUNDING SCHEDULE (000.S)										PROJECT STATUS	
STATE	18751	0	0	18751	0	0	8932	9819	0	0	
OTHER	28285	0	0	28285	0	500	12050	13235	0	0	
									</		

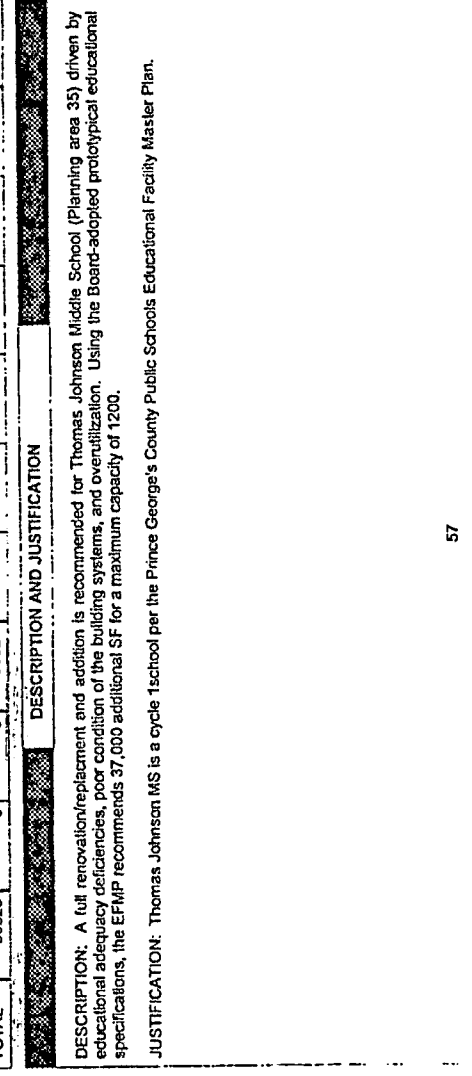
DESCRIPTION AND JUSTIFICATION	
<p><b>DESCRIPTION:</b> A full renovation/replacement and addition is recommended for Templeton Elementary School (Planning area 12) driven by educational adequacy deficiencies, poor condition of the building systems, and overutilization. Using the Board-adopted prototypical educational specifications, the EFMP recommends 25,000 additional SF for a capacity of 640.</p> <p><b>JUSTIFICATION:</b> Templeton ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>	

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2023



CIP ID NO.	PROJECT NAME	AGENCY
AA77207	THOMAS JOHNSON MS	BOARD OF EDUCATION
LOCATION AND CLASSIFICATION		
COUNCIL DIST	STATUS	Original
PLANNING AREA	CLASS	Replacement
ADDRESS	FUNCTION	Instruction
	Five	
	Glenade, Seabrook, Lanham & Vicinity	
	5401 Barker Piece	

EXPENDITURE SCHEDULE (000 \$)											
	TOTAL	THRU FY 17	EST FY 18	TOTAL 6 YRS	BUD VR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	1000	0	0	1000	0	500	500	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	89825	0	0	89825	0	0	2000	42342	45483	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	90825	0	0	90825	0	500	2500	42342	45483	0	0

[illegible]

		FUNDING SCHEDULE (000, \$)							
		14011	1550	9461	3000	3000	0	0	0
G O BDS									
STATE		5082	0	4865	197	197	0	0	0
TOTAL		19093	1550	14346	3187	3187	0	0	0

DESCRIPTION AND JUSTIFICATION	
<p><b>DESCRIPTION:</b> Tulip Grove Elementary is a one-story, 42,275 sq. ft. facility built in 1964 with a small addition in 1971. This school is currently undergoing major renovations of existing 23,350 SF and an addition of 41,480 SF to meet the educational requirements. The facility will be designed with new state-of-the-art "GREEN" school features, for a larger State Rated Capacity of 411 students.</p> <p><b>JUSTIFICATION:</b> Tulip Grove ES is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>	

PROJECT STATUS	LAND STATUS	PROJECT STATUS	PERCENT COMPLETED	ESTIMATED COMPLETION DATE
				06/20/19

59

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. AA77208	PROJECT NAME WALKER MILL MS	AGENCY BOARD OF EDUCATION	OPERATING IMPACT (000.S) DEBT SERVICE 0 MAINTENANCE COSTS 0 OPERATING COSTS 0 TOTAL COST SAVINGS 0
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COUNCIL DIST PLANNING AREA ADDRESS Six Suitland, District Heights & Vicinity 800 Karen Blvd	LOCATION AND CLASSIFICATION STATUS CLASS FUNCTION Original Replacement Instruction
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EXPENDITURE SCHEDULE (000.S)										
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS.	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS.
PLANS	1500	0	1500	0	0	500	1000	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	81256	0	77153	0	0	0	4000	33616	39537	4103
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	82756	0	78653	0	0	500	5000	33616	39537	4103

FUNDING SCHEDULE (000.S)										
STATE	34164	0	0	30748	0	0	0	12413	18335	3418
OTHER	48592	0	0	47805	0	500	5000	21203	21202	687
TOTAL	82756	0	0	78553	0	500	5000	33616	39537	4103

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: A limited renovation and addition is recommended for Walker Mill Middle School (Planning Area 36) driven by educational adequacy deficiencies, poor condition of the building systems, and projected overutilization. Using the Board-adopted prototypical educational specifications, the EFMP recommends 28,000 additional SF for a capacity of 1000.</p> <p>JUSTIFICATION: Walker Mill MS is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>	

APPROPRIATION DATA (000.S)	
YEAR FIRST IN CIP YEAR FIRST IN CAPITAL BUDGET CURRENT AUTH. THRU CUMULATIVE APPROP. THRU	FY 2017 FY XX FY 18 0 FY 18 0
APPROPRIATION REQUESTED 0	
BONDS SOLD 0	
OTHER FUNDS 0	
TOTAL FUNDS RECEIVED 0	
EXPENDITURES & ENCUMBRANCES 0	
UNENCUMBERED BALANCE 0	

PROJECT STATUS	
LAND STATUS PROJECT STATUS PERCENT COMPLETED ESTIMATED COMPLETION DATE	No Land Involved Design Not Begun 0 06/2024

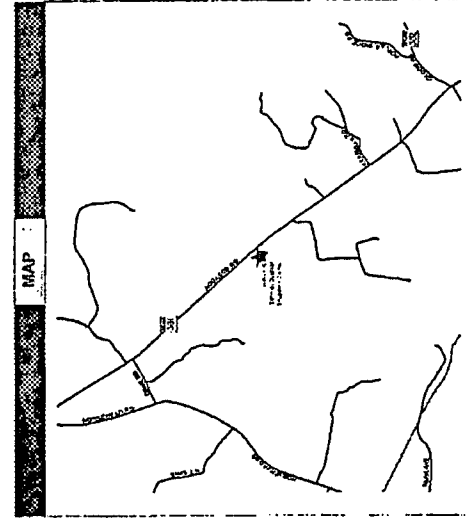
MAP	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.0)																				
AA771813	WILLIAM SCHMIDT EDUCATIONAL CENTER	BOARD OF EDUCATION																					
<table border="1"> <tr> <th colspan="2">LOCATION AND CLASSIFICATION</th> <th>STATUS</th> <th>CLASS</th> <th>FUNCTION</th> </tr> <tr> <td>COUNCIL DIST</td> <td>Nine</td> <td>Original</td> <td></td> <td></td> </tr> <tr> <td>PLANNING AREA</td> <td>Westwood Area</td> <td>Rehabilitation</td> <td></td> <td></td> </tr> <tr> <td>ADDRESS</td> <td>18501 Aquasco Road</td> <td>Instruction</td> <td></td> <td></td> </tr> </table>				LOCATION AND CLASSIFICATION		STATUS	CLASS	FUNCTION	COUNCIL DIST	Nine	Original			PLANNING AREA	Westwood Area	Rehabilitation			ADDRESS	18501 Aquasco Road	Instruction		
LOCATION AND CLASSIFICATION		STATUS	CLASS	FUNCTION																			
COUNCIL DIST	Nine	Original																					
PLANNING AREA	Westwood Area	Rehabilitation																					
ADDRESS	18501 Aquasco Road	Instruction																					
DEBT SERVICE		1405																					
MAINTENANCE COSTS		0																					
OPERATING COSTS		0																					
TOTAL		1405																					
COST SAVINGS		0																					

APPROPRIATION DATA (000.0)			
YEAR FIRST IN CIP	FY 2018	FY 2019	FY 2020
YEAR FIRST IN CAPITAL BUDGET			
CURRENT AUTH. THRU	FY 18	FY 2001	FY 18
CUMULATIVE APPROP. THRU			
APPROPRIATION REQUESTED	2500		
BONDS SOLD	0		
OTHER FUNDS	0		
TOTAL FUNDS RECEIVED	0		
EXPENDITURES & ENCUMBRANCES	0		
UNENCUMBERED BALANCE	0		

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2020



EXPENDITURE SCHEDULE (000.0)									
TOTAL	THRU FY17	EST. FY18	TOTAL 6 YRS	BUD YR FY19	FY20	FY21	FY22	FY23	FY24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	31574	0	31574	2500	29074	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	31574	0	31574	2500	29074	0	0	0	0

FUNDING SCHEDULE (000.0)									
G.O.BDS	15608	0	15608	2500	13108	0	0	0	0
STATE	15968	0	15968	0	15968	0	0	0	0
TOTAL	31574	0	31574	2500	29074	0	0	0	0

**DESCRIPTION AND JUSTIFICATION**

**DESCRIPTION:** The William S. Schmidt Outdoor Education Center is comprised of several buildings on 450 acres in Brandywine, Maryland. The project includes demolition of approximately 12,445 sq. ft. (Existing Villages I and Camp Center Building), renovation of approximately 22,433 sq. ft. (Existing Orme and Neville Buildings), and addition of approximately 44,300 sq. ft. (New Villages II, Environmental Research Center, Outdoor Seating Pavilion and Villages I).

**JUSTIFICATION:** The proposed additions and renovations will incorporate the following elements: increased capacity to accommodate more students for overnight trips and for students, teachers and parents for day trips; reinforce the understanding of sustainability and to provide hands-on instructional space for students of all ages, including the middle and high school students; teaching space to examine agriculture and the history of the area in Prince George's County. In addition, the structures would meet LEED certification standards at a minimum and strive for the Living Building Challenge of Net Zero emissions.

CIP ID NO.	PROJECT NAME	AGENCY
AA770483	WILLIAM WIRT HS DEMOLITION & REPLACEMENT	BOARD OF EDUCATION

COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	Original
PLANNING AREA		CLASS	Rehabilitation
ADDRESS		FUNCTION	Instruction
Three Hyattsville and Vicinity 62nd Pl & Tuckerman St			

EXPENDITURE SCHEDULE (000.S)											
	TOTAL	THRU FY 17	EST FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS.
PLANS	4344	0	4344	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	78567	0	0	78567	4500	24588	24967	24512	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	82911	0	4344	78567	4500	24588	24967	24512	0	0	0

[illegible]

TOTAL	029711	U	0000	0000	0000
<b>DESCRIPTION AND JUSTIFICATION</b>					
<p><b>DESCRIPTION:</b> Based on a feasibility study completed in December 2014, William Wirt Middle School is recommended for replacement. Using the educational specifications developed for the FY2015 William Wirt Feasibility Study, the Educational Facility Master Plan (EFMP) recommends 64,000 additional SF for a maximum capacity of 1200.</p> <p><b>JUSTIFICATION:</b> William Wirt MS was identified as having critical issues related to indoor air quality, a failing building envelope, and severe overutilization. It has therefore been prioritized to be among the first school to be addressed in the POCPS modernization program.</p> <p>William Wirt MS is a cycle 1 school per the Prince George's County Public Schools Educational Facility Master Plan.</p>					

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

<b>CIP ID NO.</b>	<b>PROJECT NAME</b>	<b>AGENCY</b>
FD661021	CURB & ROAD REHABILITATION 2	PUBLIC WORKS & TRANSPORT

<b>COUNCIL DIST</b>	<b>LOCATION AND CLASSIFICATION</b>	<b>STATUS</b>
FD661021	Multi-District Not Applicable County-wide	Revised Rehabilitation Trails, Bikeways & Sidewalks

<b>DEBT SERVICE</b>	24458
<b>MAINTENANCE COSTS</b>	0
<b>OPERATING COSTS</b>	24458
<b>TOTAL</b>	0
<b>COST SAVINGS</b>	0

EXPENDITURE SCHEDULE (000.S)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 8 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 8 YRS
PLANS	11978	789	1659	8440	1450	1450	1450	1450	1500	1140	1090
LAND	721	721	0	0	0	0	0	0	0	0	0
CONST	174972	60971	20101	83900	19400	20000	11000	12500	10500	10500	10000
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	90782	47232	5240	32710	6150	5240	5240	5240	5240	5600	5600
TOTAL	278453	109713	27000	125050	27000	26690	17690	19190	17240	17240	16690

APPROPRIATION DATA (000.S)	
YEAR FIRST IN CIP	FY 2009
YEAR FIRST IN CAPITAL BUDGET	FY 2010
CURRENT AUTH. THRU	FY 18 256452
CUMULATIVE APPROP. THRU	FY 18 136713
APPROPRIATION REQUESTED	27000

BONDS SOLD	130018
OTHER FUNDS	6095
TOTAL FUNDS RECEIVED	136713
EXPENDITURES & ENCUMBRANCES	136713
UNENCUMBERED BALANCE	0

<b>FUNDING SCHEDULE (000.S)</b>	<b>DESCRIPTION AND JUSTIFICATION</b>
G O B O S	271758 129618 400 125050 27000 26690 17690 19190 17240 17240 16890
OTHER	6695 6695 0 0 0 0 0 0 0 0 0
TOTAL	278453 136313 400 125050 27000 26690 17690 19190 17240 17240 16890

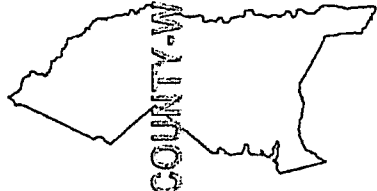
**DESCRIPTION:** This project provides funding for rehabilitating County streets, curbs and sidewalks, various safety improvements, installing new sidewalks, construction sidewalk ramps in accordance with the Americans with Disabilities Act, landscaping, traffic calming improvements, revitalization improvements and the installation of guardrails.

The project also includes funding to urbanize and revitalize older subdivisions. Funding will be evenly distributed for subprojects within all Councilmanic Districts.

**JUSTIFICATION:** An ongoing resurfacing and safety program provides increased vehicular and pedestrian safety, remedies hazardous conditions, and upgrades the appearance of neighborhoods.

<b>PROJECT STATUS</b>	Publicly Owned Land Under Construction
<b>LAND STATUS</b>	Publicly Owned Land
<b>PERCENT COMPLETED</b>	55
<b>ESTIMATED COMPLETION DATE</b>	06/2025



COUNTY-WIDE

**DESCRIPTION:** This project provides funding for rehabilitating County streets, curbs and sidewalks, various safety improvements, installing new sidewalks, construction sidewalk ramps in accordance with the Americans with Disabilities Act, landscaping, traffic calming improvements, revitalization improvements and the installation of guardrails.

The project also includes funding to urbanize and revitalize older subdivisions. Funding will be evenly distributed for subprojects within all Councilmanic Districts.

**JUSTIFICATION:** An ongoing resurfacing and safety program provides increased vehicular and pedestrian safety, remedies hazardous conditions, and upgrades the appearance of neighborhoods.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000.S)
FD861091	GREEN STREET IMPROVEMENTS	PUBLIC WORKS & TRANSPORT	
COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	
PLANNING AREA	Multi-District	Revised	
ADDRESS	Not Applicable	Rehabilitation	
	County-wide	Neighborhood Improvement	

DEBT SERVICE	5434
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	5434
COST SAVINGS	0

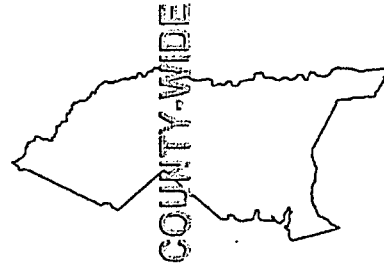
APPROPRIATION DATA (000.S)

YEAR FIRST IN CIP	FY 2012
YEAR FIRST IN CAPITAL BUDGET	FY 2012
CURRENT AUTH. THRU	FY 18 47743
CUMULATIVE APPROP. THRU	FY 18 14606
APPROPRIATION REQUESTED	8127
BONDS SOLD	14606
OTHER FUNDS RECEIVED	0
TOTAL FUNDS RECEIVED	14606
EXPENDITURES & ENCUMBRANCES	10637
UNENCUMBERED BALANCE	3969

PROJECT STATUS

LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	28
ESTIMATED COMPLETION DATE	09/2025

MAP



		EXPENDITURE SCHEDULE (000.S)										BEYOND 6 YRS	
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24				
PLANS	7648	3172	1400	2126	728	400	350	250	200	200	200	950	
LAND	818	248	70	100	0	0	100	0	0	0	0	500	
CONST	50613	545	3968	11370	6470	7420	8180	1240	0	0	0	11400	
EQUIP	0	0	0	0	0	0	0	0	0	0	0	0	
OTHER	1414	1214	0	200	0	0	0	0	0	0	0	0	
TOTAL	60593	5179	5458	37108	12098	7070	7870	8430	1440	200	200	12850	

		FUNDING SCHEDULE (000.S)										BEYOND 6 YRS	
G O B D S	60383	14606	0	32927	7917	7070	7870	8430	1440	200	200	12850	
OTHER	210	0	0	210	0	0	0	0	0	0	0	0	
TOTAL	60593	14606	0	33137	8127	7070	7870	8430	1440	200	200	12850	

DESCRIPTION AND JUSTIFICATION

DESCRIPTION: This project provides funding for improvements along major roadways and at key intersections to improve appearance, safety and functionality while addressing environmental issues. Improvements include but are not limited to roadway and intersection modifications, tree planting, installation of bio retention facilities or storm water management related water quality and quantity measures, bicycle lane installation, and the construction of sidewalks and paths.

In FY 2019, \$250,000 in design funding has been designated as part of the redevelopment in the Largo Town Center Sector Plan which includes Harry S. Truman Drive from Arena Drive (Hospital Drive) to White House Road. Funding for this project will be considered in FY 2021 and FY 2022.

JUSTIFICATION: The Maryland Department of the Environment (MDE) requires the County to mitigate the impact of past and future development and roadway improvements in order to improve the environment. In addition, these projects will improve water quality and related environmental conditions in the immediate vicinity of the projects undertaken.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
FV661435	MAJOR RECONSTRUCTION PROGRAM (DPW&T)	PUBLIC WORKS & TRANSPORT

OPERATING IMPACT (000,S)	
DEBT SERVICE	4469
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	4469
COST SAVINGS	0

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Multi-District Not Applicable County-wide	Continued Replacement Storm Drainage	

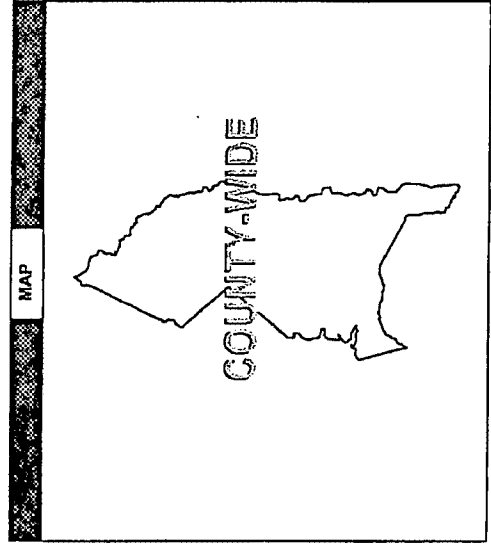
EXPENDITURE SCHEDULE (000.S)										
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 8 YRS
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	55509	0	0	55509	17609	7900	7500	7500	7500	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	55509	0	0	55509	17609	7900	7500	7500	7500	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1983
YEAR FIRST IN CAPITAL BUDGET	FY 1983
CURRENT AUTH. THRU	FY 18 51759
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	17609
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,\$)										
FED	1000	0	0	1000	1000	0	0	0	0	0
STATE	4850	0	0	4850	4850	0	0	0	0	0
SW BDS	49659	0	0	49659	11759	7900	7500	7500	7500	0
TOTAL	55509	0	0	55509	17609	7900	7500	7500	7500	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	54
ESTIMATED COMPLETION DATE	06/2024

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION:	This ongoing program is administered by the Department of Public Works and Transportation and provides funding to redesign, reconstruct and rehabilitate major drainage and flood control projects throughout the County. In FY 2019, \$2,250 is included to support the Riverdale Channel and Berwyn Heights Stormwater projects. In FY 2020, \$1,500 is provided to support the Riverdale Channel Project.
JUSTIFICATION:	A number of flood control projects constructed prior to 1975 require modifications to correct structural deficiencies, improve flow capacity, alleviate environmental impacts and improve overall safety.

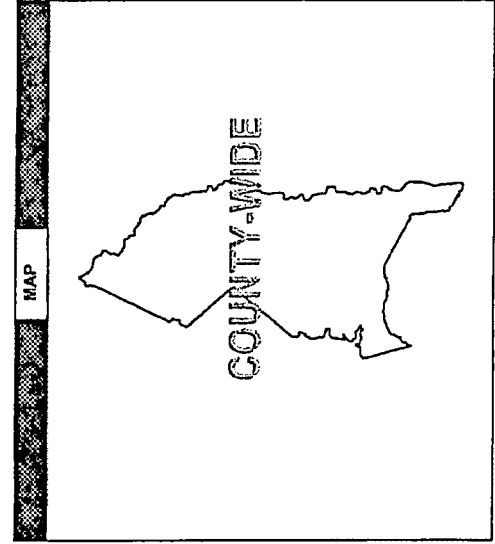


THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

OPERATING IMPACT (000,S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS
338
0
0
338
0

APPROPRIATION DATA (000,S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
FY 2001
FY 2001
FY 18 18163
FY 18 11763
APPROPRIATION REQUESTED
6000
BONDS SOLD
OTHER FUNDS
TOTAL FUNDS RECEIVED
EXPENDITURES & ENCUMBRANCES
UNENCUMBERED BALANCE
550
11213
11763
11763
0

PROJECT STATUS
LAND STATUS
PUBLICLY OWNED LAND
UNDER CONSTRUCTION
PERCENT COMPLETED
ESTIMATED COMPLETION DATE
65
06/2020



CIP ID NO.	PROJECT NAME	AGENCY
FD668645	DEVELOPER CONTRIBUTION PROJECTS	PUBLIC WORKS & TRANSPORT
COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS
PLANNING AREA	Multi-District	Revised
ADDRESS	Not Applicable	Reconstruction
	County-wide	Roads and Bridges

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	381	50	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	13458	938	2820	6000	3600	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	7544	7544	0	0	0	0	0	0	0
TOTAL	21363	8793	2970	6000	3600	0	0	0	0

FUNDING SCHEDULE (000,S)									
GO BDS	550	0	3200	1600	1600	0	0	0	0
DEV	0	1500	0	0	0	0	0	0	0
OTHER	16113	9713	6400	4400	2000	0	0	0	0
TOTAL	21363	10263	9600	6000	3600	0	0	0	0

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION: This project provides funding for a variety of street improvements necessitated by new development. These improvements include, but are not limited to, traffic signals, intersection modifications, roadway widening, new construction, resurfacing, landscaping and contributions to a variety of State highway projects. In FY 2019 and FY 2020, GOB funding increases by \$1,600 each fiscal year to support the MD 183/Oak Grove Road Project.	
JUSTIFICATION: The Prince George's County Adequate Public Facilities Ordinance requires builders to provide adequate transportation capacity for the additional traffic generated by new development. When not feasible to construct at the present time and in lieu of construction, developers may contribute funds for the mandated transportation improvement(s). This project facilitates the implementation of those improvements. Funding also allows the County to participate with developers in constructing roadways with enhanced features such as added landscaping, street lighting and sidewalks.	
1	ENABLED: CB-66-02

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
FD660005	BRANDYWINE ROAD CLUB PRIORITY PROJECTS	PUBLIC WORKS & TRANSPORT	

COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	CLASS	FUNCTION
Multi-District Not Applicable Brandywine Area		Original Rehabilitation Roads and Bridges		

	EXPENDITURE SCHEDULE (000,S)										
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 5 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 5 YRS
PLANS	500	0	500	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	7100	0	0	7100	4850	2250	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	7600	0	500	7100	4850	2250	0	0	0	0	0

FUNDING SCHEDULE (000,S)	
OTHER	7600
TOTAL	7600

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION:	In accordance with CR-9-2017, the following improvements are in order of priority: completion of Brandywine Spine Road as a minimum 4-lane arterial roadway from Matapeake Business Drive north to MD-391; Brandywine Spine Road from MD-391 extending north and west to US-301; Brandywine Spine Road from US-301 extending west to MD-5; turning lanes, related signalization and pedestrian or bicycle facilities not deemed to be the responsibility of subdivider, widening of US-301/MD-5 with 4th lane in both north and southbound directions between US-301/MD-5 to north and US-301/MD-5/McKendree Road to south; US-301/MD-5 north to approximately 2500 feet north of US-301/MD-391 adding a 3rd lane in each direction and within PA 85A or 85B in Brandywine area.
Funding shall be derived from existing Brandywine Road Club funds (\$5.1M) and \$8.5M in additional funding from the developer of the Villages of Timothy Branch, including an estimated \$2.1M credited for additional Brandywine Road Club payments, subject to changes in the project costs.	
JUSTIFICATION:	Improvements needed to address traffic congestion & enhance safety at major high volume intersections.

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2018
YEAR FIRST IN CAPITAL BUDGET	FY 2018
CURRENT AUTH. THRU	FY 18 5000
CUMULATIVE APPROP. THRU	FY 18 5000
APPROPRIATION REQUESTED	4850
BONDS SOLD	0
OTHER FUNDS	500
TOTAL FUNDS RECEIVED	500
EXPENDITURES & ENCUMBRANCES	500
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	2
ESTIMATED COMPLETION DATE	08/2020

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. **FD661201** PROJECT NAME **TRANSIT ORIENTED DEVELOPMENT INFRASTRUCTURE** AGENCY **PUBLIC WORKS & TRANSPORT** OPERATING IMPACT (000,\$) **196**

DEBT SERVICE 196  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 196  
COST SAVINGS 0

COUNCIL DIST **Multi-District**  
PLANNING AREA **Not Applicable**  
ADDRESS **County-wide**  
LOCATION AND CLASSIFICATION  
STATUS **Continued**  
CLASS **Reconstruction**  
FUNCTION **Trails, Bikeways & Sidewalks**

	TOTAL	THRU FY 17	EST FY 18	EXPENDITURE SCHEDULE (000,\$)					BEYOND 5 YRS
				TOTAL 8 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	
PLANS	1232	128	104	1000	1000	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	1943	0	1943	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	3175	128	2047	1000	1000	0	0	0	0

APPROPRIATION DATA (000,\$)  
YEAR FIRST IN CIP FY 2013  
YEAR FIRST IN CAPITAL BUDGET FY 2014  
CURRENT AUTH. THRU FY 18 3175  
CUMULATIVE APPROP. THRU FY 18 2175  
APPROPRIATION REQUESTED 1000  
BONDS SOLD 2175  
OTHER FUNDS RECEIVED 0  
TOTAL FUNDS RECEIVED 2175  
EXPENDITURES & ENCUMBRANCES 2175  
UNENCUMBERED BALANCE 0

		FUNDING SCHEDULE (000,\$)				
G O BDS	2175	128	2047	0	0	0
OTHER	1000	0	0	1000	0	0
TOTAL	3175	128	2047	1000	0	0

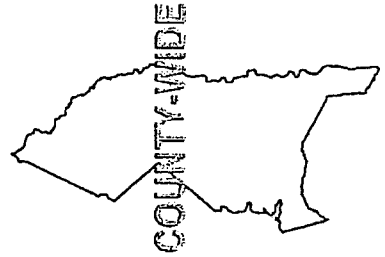
PROJECT STATUS  
LAND STATUS Alignment Not Selected  
PROJECT STATUS Not Applicable  
PERCENT COMPLETED 77  
ESTIMATED COMPLETION DATE 06/2019

DESCRIPTION AND JUSTIFICATION

DESCRIPTION: This project provides funding for major roadway improvements and other public infrastructures in proximity to the County's Metro Stations. Street, bridge and intersection improvements are included to increase the capacity of the roadway network and to facilitate and improve safety of all modes of transportation. Improvements may include roadway widening and reconstruction, drainage improvements, traffic signal installation, street trees, street lights, storm drainage systems, water quality and quantity improvements and all other improvements necessary to design and construct complete green streets.

In FY 2019, Other funds reflect \$1 million PAYGO contribution for the United States Citizenship and Immigration Services project at Branch Avenue Metro Station.

JUSTIFICATION: These improvements will support economic development and Transit Oriented Development in and around the County's Metro Stations.



THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	COURTS												
QQ050002	COURTHOUSE RENOVATIONS AND SECURITY UPGRADES														
<table border="1"> <tr> <th>COUNCIL DIST</th> <th>LOCATION AND CLASSIFICATION</th> <th>STATUS CLASS</th> <th>FUNCTION</th> </tr> <tr> <td>PLANNING AREA</td> <td>Nine</td> <td>Original</td> <td>Non Construction</td> </tr> <tr> <td>ADDRESS</td> <td>Upper Marlboro &amp; Vicinity 14735 Main Street</td> <td></td> <td>Administrative Facilities</td> </tr> </table>				COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS CLASS	FUNCTION	PLANNING AREA	Nine	Original	Non Construction	ADDRESS	Upper Marlboro & Vicinity 14735 Main Street		Administrative Facilities
COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS CLASS	FUNCTION												
PLANNING AREA	Nine	Original	Non Construction												
ADDRESS	Upper Marlboro & Vicinity 14735 Main Street		Administrative Facilities												

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	65	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	29777	9523	15000	5000	5000	5000	0	0	0
EQUIP	999	500	0	0	0	0	0	0	0
OTHER	533	0	0	0	0	0	0	0	0
TOTAL	31374	10023	15000	5000	5000	5000	0	0	0

FUNDING SCHEDULE (000,S)									
G O B D S	31374	6351	10023	5000	5000	5000	0	0	0
TOTAL	31374	6351	10023	5000	5000	5000	0	0	0

DESCRIPTION: This project provides for increased and enhanced security and refresh infrastructure throughout the courthouse complex. Funding from this project will provide for renovating the Central Security Control room; prisoner lock-up and holding areas; controlled vehicle movement around the courthouse; and improving the audio and visual security systems both interior and exterior to the complex.

JUSTIFICATION: The Prince George's County Courthouse is one of the largest courthouses in the State of Maryland. Federal courthouses in the County now have expanded security improvements. In FY 2019 its program will be expanded to include the Marbury expansion which in that year will be 16 years old.

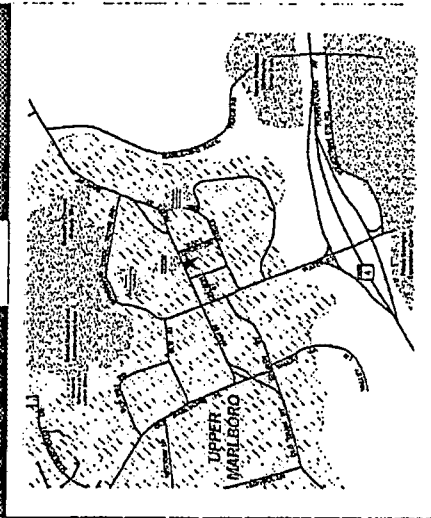
ENABLED: CB-047-16

OPERATING IMPACT (000,S)	
DEBT SERVICE	2824
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	2824
COST SAVINGS	0

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 2008		
YEAR FIRST IN CAPITAL BUDGET	FY 2013		
CURRENT AUTH. THRU	FY 10 17374		
CUMULATIVE APPROP. THRU	FY 18 16374		
APPROPRIATION REQUESTED	5000		
BONDS SOLD	16374		
OTHER FUNDS	0		
TOTAL FUNDS RECEIVED	16374		
EXPENDITURES & ENCUMBRANCES	16374		
UNENCUMBERED BALANCE	0		

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Stage
PERCENT COMPLETED	95
ESTIMATED COMPLETION DATE	06/2020

MAP



THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000 \$)
HL719613	LANGLEY PARK BRANCH	LIBRARY	
DEBT SERVICE			
MAINTENANCE COSTS			
OPERATING COSTS			
TOTAL			
COST SAVINGS			
2012			
0			
2012			
0			

COUNCIL DIST	STATUS	CLASS	FUNCTION
Two	Continued	New Construction	Libraries
Takoma Park-Langley Park			
Location Not Determined			
PLANNING AREA			
ADDRESS			

APPROPRIATION DATA (000 \$)	
YEAR FIRST IN CIP	FY 2009
YEAR FIRST IN CAPITAL BUDGET	FY 2014
CURRENT AUTH. THRU	FY 18 22350
CUMULATIVE APPROP. THRU	FY 18 1400
APPROPRIATION REQUESTED	0
BONDS SOLD	1400
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	1400
EXPENDITURES & ENCUMBRANCES	1400
UNENCUMBERED BALANCE	0

EXPENDITURE SCHEDULE (000 \$)										
TOTAL	THRU FY 17	EST. FY 18	TOTAL 5 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 5 YRS
PLANS	1500	0	400	1100	0	0	0	1100	0	0
LAND	1000	0	1000	0	0	0	0	0	0	0
CONST	17165	0	0	8900	0	0	0	0	6900	10265
EQUIP	2100	0	0	0	0	0	0	0	0	2100
OTHER	585	0	0	0	0	0	0	0	0	585
TOTAL	22350	0	1400	8000	0	0	0	1100	6900	12950

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	6
ESTIMATED COMPLETION DATE	06/2025

FUNDING SCHEDULE (000 \$)										
G O BDS	22350	0	1400	8000	0	0	0	1100	6900	12950
TOTAL	22350	0	1400	8000	0	0	0	1100	6900	12950

DESCRIPTION AND JUSTIFICATION
DESCRIPTION: This project provides for the design and construction of a new branch library. The new facility will be approximately 40,000 square feet and include the Langley Boys and Girls Club. The new facility will include various information technology upgrades and improvements to accommodate the latest forms of user hardware, space for early childhood activities, young adult activities, and various community meeting rooms.
JUSTIFICATION: This new library is warranted because the community's existing library services are not adequate to serve the current population.

MAP
LOCATION NOT DETERMINED

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	REDEVELOPMENT AUTHORITY
UM600595	COUNTY REVITALIZATION		

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Revised Rehabilitation Economic Development Projects
	Multi-District Not Applicable County-wide		

OPERATING IMPACT (000.S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS

APPROPRIATION DATA (000.S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
APPROPRIATION REQUESTED
BONDS SOLD
OTHER FUNDS
TOTAL FUNDS RECEIVED
EXPENDITURES & ENCUMBRANCES
UNENCUMBERED BALANCE

EXPENDITURE SCHEDULE (000.S)										
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	1000	10	990	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	6250	119	1131	5000	1000	2000	500	500	500	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	5823	1085	4728	0	0	0	0	0	0	0
TOTAL	13073	1224	6849	5000	1000	2000	500	500	500	0

PROJECT STATUS
LAND STATUS
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE

FUNDING SCHEDULE (000.\$)										
OTHER	13073	6695	1378	5000	1000	2000	500	500	500	0
TOTAL	13073	6695	1378	5000	1000	2000	500	500	500	0

MAP
COUNTY-WIDE

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION:	Countywide efforts include Community Impact Grants (CIG) Program, Transit Oriented Development (TOD) Place Making Programs, Commercial Revitalization Programs, and the Northern Gateway Revitalization. In FY 2019, there is \$250,000 for each program.
For CIG, the grants provide matching funds to county based non-profits to implement small community led projects. For the Commercial Revitalization Program, the grants will be a match to funding that owners of the shopping centers have dedicated to rehabilitating unattractive shopping centers. According to the County's recent Retail Market Analysis study, there are nearly 250 shopping centers in the County.	
Each one of the shopping centers could potentially apply for these funds. In FY 2019, \$1M will come from PAYGO.	
JUSTIFICATION:	The use of public funds can stimulate economic development for underutilized and underserved areas of the County.

**THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

**CIP ID NO.** WM900812 **PROJECT NAME** SUITLAND PROJECT **AGENCY** REVENUE AUTHORITY **OPERATING IMPACT (000,S)**

DEBT SERVICE 2520  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 2520  
COST SAVINGS 0

**COUNCIL DIST** Seven  
**PLANNING AREA** Suitland, District Heights & Vicinity  
**ADDRESS** Naylor Road

LOCATION AND CLASSIFICATION		STATUS		CLASS		FUNCTION	
Original Rehabilitation Economic Development Projects		Original Rehabilitation Economic Development Projects					

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	28000	0	23200	2091	2709	0	0	0	0
CONST	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	10000	0	7000	3000	0	0	0	0	0
TOTAL	38000	0	30200	5091	2709	0	0	0	0

**APPROPRIATION DATA (000,S)**

YEAR FIRST IN CIP FY 2017  
YEAR FIRST IN CAPITAL BUDGET FY 2017  
CURRENT AUTH. THRU FY 18 38000  
CUMULATIVE APPROP. THRU FY 18 35000

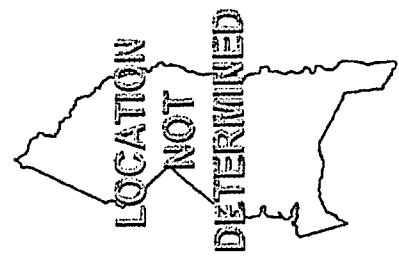
**APPROPRIATION REQUESTED** 281

BONDS SOLD 23200  
OTHER FUNDS 7000  
TOTAL FUNDS RECEIVED 30200  
EXPENDITURES & ENCUMBRANCES 30200  
UNENCUMBERED BALANCE 0

**PROJECT STATUS**

LAND STATUS No Land Involved  
PROJECT STATUS Design Not Begun  
PERCENT COMPLETED 25  
ESTIMATED COMPLETION DATE 08/2020

**MAP**



FUNDING SCHEDULE (000,S)									
REV BDS	28000	0	23200	4800	2091	2709	0	0	0
OTHER	10000	0	7000	3000	0	0	0	0	0
TOTAL	38000	0	30200	7800	5091	2709	0	0	0

**DESCRIPTION AND JUSTIFICATION**

**DESCRIPTION:** For the purpose of acquisition, relocation, demolition and clearance of approximately 33 acres of commercial and residential properties for redevelopment. This project is a component of a broader Suitland revitalization initiative to improve the business climate and residential community in the area adjacent to the Suitland Federal Center.

Other funding includes PAYGO funds allocated in FY 2017.

**JUSTIFICATION:** Pursuant to the Revenue Authority Act, the Revenue Authority is authorized to issue bonds for purposes of financing or refinancing the "cost" of a "project" (as such terms are defined in the Revenue Authority Act), including financing the costs of acquiring land and other property, and in furtherance of such authority, the Revenue Authority expects to issue the Bonds for purposes of financing certain costs of the Revenue Authority and/or the Redevelopment Authority.

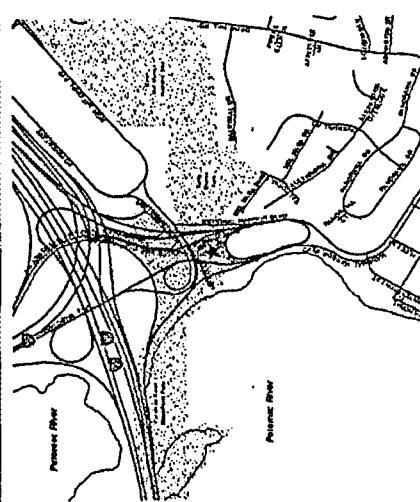
	OPERATING IMPACT (000,\$)
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,\$)		2000
YEAR FIRST IN CIP	FY 2019	0
YEAR FIRST IN CAPITAL BUDGET	FY 2019	0
CURRENT AUTH. THRU	FY 18 0	0
CUMULATIVE APPROP. THRU	FY 18 0	0
APPROPRIATION REQUESTED		
BONDS SOLD		0
OTHER FUNDS		0
TOTAL FUNDS RECEIVED		0
EXPENDITURES & ENCUMBRANCES		0
UNENCUMBERED BALANCE		0

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2023



**MAP**



CIP ID NO.	PROJECT NAME	AGENCY
KJ500750	NATL HARBOR PUBL SAFETY BLDG	POLICE DEPARTMENT

LOCATION AND CLASSIFICATION	STATUS
Eight Henson Creek North Cove Terrace	Projected New Construction Police Stations

		EXPENDITURE SCHEDULE (000,\$)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS		
PLANS	0	0	0	0	0	0	0	0	0	0	0		
LAND	0	0	0	0	0	0	0	0	0	0	0		
CONST	5000	0	0	5000	2000	1000	1000	1000	0	0	0		
EQUIP	0	0	0	0	0	0	0	0	0	0	0		
OTHER	0	0	0	0	0	0	0	0	0	0	0		
TOTAL	5000	0	0	5000	2000	1000	1000	1000	0	0	0		

		FUNDING SCHEDULE (000,5)									
		1000	0	0	1000	1000	0	0	0	0	0
DEV		1000	0	0	1000	1000	0	0	0	0	0
OTHER		4000	0	0	4000	1000	1000	1000	0	0	0
TOTAL		5000	0	0	5000	2000	1000	1000	0	0	0

DESCRIPTION AND JUSTIFICATION
<p>1. The first part of the report describes the background of the project and the objectives of the study. It also outlines the scope of the work and the limitations of the study.</p> <p>2. The second part of the report describes the methodology used in the study. It includes a detailed description of the data collection methods, the sample size, and the statistical methods used to analyze the data.</p> <p>3. The third part of the report presents the results of the study. It includes a detailed description of the findings, including the mean values, standard deviations, and the results of the statistical tests.</p> <p>4. The fourth part of the report discusses the implications of the findings and provides recommendations for future research. It also includes a conclusion that summarizes the main findings of the study.</p>

**DESCRIPTION:** The project involves constructing a joint public safety facility at National Harbor to include the Maryland-National Capital Park and Planning Commission, Prince George's County Police Department, Fire/EMS Department and community room. In FY 2019, other funding includes \$1.0 million of PAYGO funds.

**JUSTIFICATION:** The new facility will provide improved coordination of public safety services at National Harbor.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

<b>CIP ID NO.</b>	<b>PROJECT NAME</b>	<b>AGENCY</b>	<b>OPERATING IMPACT (000.S)</b>
KJ500123	TRAINING/ADMINISTRATIVE HEADQUARTERS	POLICE DEPARTMENT	DEBT SERVICE 5180 MAINTENANCE COSTS 0 OPERATING COSTS 0 TOTAL 5180 COST SAVINGS 0
<b>LOCATION AND CLASSIFICATION</b>		<b>APPROPRIATION DATA (000.S)</b>	
<b>COUNCIL DIST</b>	<b>STATUS</b>	<b>YEAR FIRST IN CIP</b>	<b>FY 2012</b>
Six	Revised	<b>YEAR FIRST IN CAPITAL BUDGET</b>	<b>FY 2014</b>
Westphalia & Vicinity	New Construction	<b>CURRENT AUTH. THRU</b>	<b>FY 18 72719</b>
8903 & 8905 Presidential Pkwy	Police Stations	<b>CUMULATIVE APPROP. THRU</b>	<b>FY 18 72719</b>
		<b>APPROPRIATION REQUESTED</b>	<b>5500</b>
		<b>BONDS SOLD</b>	<b>52058</b>
		<b>OTHER FUNDS</b>	<b>20661</b>
		<b>TOTAL FUNDS RECEIVED</b>	<b>72719</b>
		<b>EXPENDITURES &amp; ENCUMBRANCES</b>	<b>72719</b>
		<b>UNENCUMBERED BALANCE</b>	<b>0</b>
		<b>PROJECT STATUS</b>	<b>06/2019</b>
		<b>LAND STATUS</b>	<b>Acquisition Complete</b>
		<b>PROJECT STATUS</b>	<b>Under Construction</b>
		<b>PERCENT COMPLETED</b>	<b>0</b>
		<b>ESTIMATED COMPLETION DATE</b>	<b>06/2019</b>
<b>MAP</b>			
<b>EXPENDITURE SCHEDULE (000.S)</b>		<b>FUNDING SCHEDULE (000.S)</b>	
<b>TOTAL</b>	<b>THRU FY 17</b>	<b>EST. FY 18</b>	<b>TOTAL 6 YRS</b>
PLANS	2124	513	1611
LAND	0	0	0
CONST	51140	9575	36065
EQUIP	1148	0	0
OTHER	23807	0	0
<b>TOTAL</b>	<b>78219</b>	<b>35043</b>	<b>5500</b>
<b>GO BIDS</b>	<b>57558</b>	<b>43650</b>	<b>8408</b>
<b>OTHER</b>	<b>20661</b>	<b>20661</b>	<b>0</b>
<b>TOTAL</b>	<b>78219</b>	<b>64311</b>	<b>8408</b>
<b>DESCRIPTION AND JUSTIFICATION</b>			
<p><b>DESCRIPTION:</b> This project will provide a combined public safety training facility that will be used by police personnel in the County. It will serve the training requirements for both County and municipal police departments operating in the jurisdiction. Classrooms and administrative space will be included. Physical training exercises will also be conducted here. This project will also house the administrative offices currently located at Barlowe Road.</p> <p><b>JUSTIFICATION:</b> Instruction for new recruits as well as refresher and new course work for police department veterans are taught in a variety of venues throughout the County. This project will ensure that public safety personnel are well prepared in the post 9/11 environment.</p>			

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

<b>CIP ID NO.</b>	<b>PROJECT NAME</b>	<b>AGENCY</b>
KJ500213	FORENSICS LAB RENOVATIONS	POLICE DEPARTMENT

<b>COUNCIL DIST</b>	<b>LOCATION AND CLASSIFICATION</b>	<b>STATUS</b>
Five Not Applicable Brightseat Road		Original Rehabilitation Police Stations

<b>DEBT SERVICE</b>	<b>OPERATING IMPACT (000.S)</b>
1840	
<b>MAINTENANCE COSTS</b>	
0	
<b>OPERATING COSTS</b>	
1840	
<b>TOTAL</b>	
<b>COST SAVINGS</b>	
0	

EXPENDITURE SCHEDULE (000.S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD. YR FY 18	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	2000	0	1800	200	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	28050	0	0	10500	14050	3500	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>30050</b>	<b>0</b>	<b>1800</b>	<b>10700</b>	<b>14050</b>	<b>3500</b>	<b>0</b>	<b>0</b>	<b>0</b>

APPROPRIATION DATA (000.S)									
YEAR FIRST IN CIP	FY 2015	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
CURRENT AUTH. THRU	30050	30050	30050	30050	30050	30050	30050	30050	30050
CUMULATIVE APPROP. THRU	30050	30050	30050	30050	30050	30050	30050	30050	30050

APPROPRIATION REQUESTED	8400
BONDS SOLD	4100
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	4100
EXPENDITURES & ENCUMBRANCES	1800
UNENCUMBERED BALANCE	2300

FUNDING SCHEDULE (000.S)	
GO BOS	20450
OTHER	9600
<b>TOTAL</b>	<b>30050</b>

GO BOS	16350	2300	14050	0	0	0	0	0	0
OTHER	9600	6100	0	3500	0	0	0	0	0
<b>TOTAL</b>	<b>25950</b>	<b>8400</b>	<b>14050</b>	<b>3500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>PROJECT STATUS</b>	No Land Involved Design Not Begun 0 08/2020
<b>LAND STATUS</b>	No Land Involved
<b>PROJECT STATUS</b>	Design Not Begun
<b>PERCENT COMPLETED</b>	0
<b>ESTIMATED COMPLETION DATE</b>	08/2020

**MAP**

**DESCRIPTION:** Consolidation of all forensic labs to include the DNA/Serology Laboratory, the Drug Analysis Laboratory, the Firearms Examination Unit, the Regional Automated Fingerprint Identification System (RAFIS) and the property warehouse.

**JUSTIFICATION:** This new facility will accommodate the continuing growth in forensic analysis that enhances the Police Department's ability to reduce violent crime. Co-locating these units with the Crime Scene Investigation Division will also streamline the analysis of evidence and create efficiencies.

# FY 2019 – 2024 CHANGES TO THE PROPOSED CIP

## Prior Approved CIP Adjustments (Funding Changes)

The following projects reflect changes to the prior approved budget (+/-) for various reasons listed.

#	PDF Name	PDF #	Amount	Justification
1	Cedar Heights	EC080836	(12,000)	Reduce Grant funding to reflect actual.
2	Compton Bassett	EC091997	(9,000)	Reduce Paygo funding to reflect actuals.
3	Compton Bassett	EC091997	9,000	Increase Bond funding to reflect actual revenues received.
4	Geographic Information Systems	EC001130	63,000	Increase Developer funding to reflect actual revenues received.
5	Historic Agricultural Resources Preservation	EB000403	(949,000)	Reduce federal funding to reflect actuals.
6	Minor Park Development	EC00001	152,000	Delete Project. Increase other funding to reflect actuals
7	Minor Park Development	EC00001	(44,000)	Delete Project. Reduce Developer funding to reflect actuals.
8	Oxon Hill Manor	EC081001	7,835	Increase grant funding to reflect actual revenues received.
9	Rowland Prop Surratt	EC091002	(40)	Deleted Project. Reduce bond funding to reflect actuals.
10	Stream Restoration/SWM Retrofit	EC000869	(32,000)	Reduce State funding to reflect actuals.
11	Stream Restoration/SWM Retrofit	EC000869	(28,000)	Reduce bond funding to reflect actuals.
12	Walker Mill Regional Park	EC046370	10,000	Increase State/Grant funding to reflect actual revenues received.
13	Walker Mill Regional Park	EC046370	2,000	Increase Bond funding to reflect actual revenues received.

## Prior Year Budget Appropriation Adjustments (Project Appropriation Transfers)

#	PDF Name	PDF#	Debit	Credit	Justification
1	Accokeek East Park	EC021161	\$ 414.84		Deleted Project. Transfer balance.
2	Acredale Park	EC031035	\$ 21.20		Project is complete, transfer of remaining balance to cover project short falls.
3	Anacostia SVP (Interpretive Trail)	EC051091	\$ 9.56		Project is complete, transfer of remaining balance to cover project short falls.
4	Arts in Public Places	EC001095	\$ 100,000.00		Transfer \$100k to Southern Area Aquatic and Recreation Complex for public art.
5	Avondale Park	EC020562	\$ 363.99		Project is complete, transfer of remaining balance to cover project short falls.
6	Baden Community Center	EC091166	\$ 743.27		Project is complete, transfer of remaining balance to cover project short falls.
7	Bladensburg Balloon Park	EC051152	\$ 8,209.70		Project is complete, transfer of remaining balance to cover project short falls.
8	Bock Road Maintenance Yard	EC081092	\$ 15.52		Project is complete, transfer of remaining balance to cover project short falls.
9	Brownings Grove Park	EC031039	\$ 2,635.68		Project is complete, transfer of remaining balance to cover project short falls.
10	Carsondale Park	EC051128	\$ 450.00		Project is complete, transfer of remaining balance to cover project short falls.
11	College Park Community Center	EC031148	\$ 5,363.00		Project is complete, transfer of remaining balance to cover project short falls.
12	Collington Station Park	EC061041	\$ 7,000.00		Project is complete, transfer of remaining balance to cover project short falls.
13	Community Center Expansions	EC001144	\$ 791,000.00		Transfer remaining funds to Recreation Facility Planning project.
14	Community Center Expansions	EC001144	\$ 131,706.00		Transfer remaining funds to Recreation Facility Planning project.
15	Community Center Renovations	EC001017	\$ 68,529.98		Transfer remaining funds to Recreation Facility Planning project.
16	Daisy Lane Park	EC061239	\$ 140,000.00		Transfer balance to provide needed funding to cover project short fall at Sandy Hill Park. (Close Project)
17	Dorsey Chapel Historic Site	EC041177	\$ 242,694.37		Transfer balance to provide needed funding to cover project short fall at Sandy Hill Park. (Close Project)
18	Dorsey Chapel Historic Site	EC041177	\$ 160,000.00		Transfer balance to provide needed funding to cover project short falls at Sandy Hill Park. (Close Project)
19	Enfield Chase Park	EC041194	\$ 815.31		Project completed. Transfer of remaining funds to provide needed funding to cover project shortfalls.
20	Fort Foote Park Building	EC081266	\$ 3,275.28		Project completed. Transfer of remaining funds to provide needed funding to cover project shortfalls.
21	Glenridge Park/School	EC031106	\$1,710.08		No active PDF. Transfer balance to cover project shortfalls.
22	Kirkwood Park	EC021161	\$10,300.00		No active PDF. Transfer balance to cover project shortfalls.
23	Lake Artemesia	EC031059	\$968.30		Project eliminated. Transfer of remaining PAYGO funds to cover project shortfalls

\* PDF included with Exhibit 4B

# FY 2019 – 2024 CHANGES TO THE PROPOSED CIP

Prior Year Budget Appropriation Adjustments (Project Appropriation Transfers)					
#	PDF Name	PDF#	Debit	Credit	Justification
24	Millwood Park Building	EC061123	\$ 3,891.54		Project completed. Transfer of remaining funds to provide needed funding to cover project shortfalls.
25	Paint Branch Hiker/ Biker Trail	EC031261	\$ 271,100.00		Duplicate project scope; Transfer remaining funds to Paint Branch Stream Valley Park - College Park Woods Trail
26	Point Way Park	EC051013	\$ 171.94		Project deleted. Transfer of remaining funds to provide needed funding to cover project shortfalls.
27	Potomac Waterfront Park	EC081099	\$ 78,097.32		Project defunded. Transfer of remaining funds to provide needed funding
28	Reserve Fund Park School	EC000298	\$ 2,741.52		No active PDF. Transfer balance.
29	Ridgeley Rosenwald School	EC061181	\$ 161,227.19		Project completed. Transfer of remaining funds to provide needed funding to cover project shortfalls.
30	Southern Regional Tech/Rec Complex	EC081113	\$ 870,093.00		Project completed. Transfer \$4,603 of remaining funds to provide needed funding to cover project shortfalls. Transfer \$865,490 to Southern Regional Tech/Rec Aquatic Facility to cover project shortfall.
31	Suitland Park	EC0710 26	\$ 200,000.00		Transfer \$164k to Berkshire Park to replace funds for playground renovation; transfer \$36k of funding to cover other project short falls
32	Temple Hills Community Center	EC0 80846	\$ 566.62		Project completed. Transfer of remaining funds to provide needed funding to cover project shortfalls.
33	Tucker Road Athletic Complex	EC080988	\$ 2,587.76		Project completed. Transfer of remaining funds to provide needed funding to cover project shortfalls.
34	Woodlawn Park Building	EC031054	\$ 7,805.06		Project completed. Transfer of remaining funds to provide needed funding to cover project shortfalls.
35	Anacostia Tributary Trail	EC000929		\$ 80,245.11	Additional funding needed.
36	Birchwood City Park	EC051413		\$ 3,256.23	Additional funding needed for project closeout
37	Northern Gateway Park Improvements	EC021984		\$ 50,000.00	New project
38	Paint Branch Stream Valley Park - College Park Woods Trail	EC031856		\$ 271,100.00	Additional funding for project transferred from Paint Branch Hiker/Biker project
39	Park Berkshire Park	EC071279		\$ 164,000.00	Additional funding from Suitland Park for Playground Renovation
40	Playground Equipment Replacement	EC00352		\$ 4,624.00	Increase est FY18 Bond funding
41	Playground Equipment Replacement	EC00352		\$ 27,125.67	Increase est FY18 PAYGO funding
42	Recreation Facility Planning	EC001272		\$ 791,000.00	Transfer funding from Community Center Renovation (?) project
43	Recreation Facility Planning	EC001272		\$ 200,235.98	Transfer funding from Community Center Expansion and Community Center Renovation projects
44	Riverview Park	EC081278		\$ 595.29	Additional funding needed for project closeout.
45	Sandy Hill Park	EC041196		\$ 382,694.37	Additional funding for project transferred from Daisy Lane Park and Dorsey Chapel Historic Site projects
46	Sandy Hill Park	EC041196		\$ 160,000.00	Additional funding for project transferred from Dorsey Chapel Historic Site project.
47	Southern Area Aquatic & Rec Complex	EC091170		\$ 100,000.00	Transfer \$100k from Arts in Public Places
48	Walker Mill Regional Park	EC046370		\$ 174,141.38	Add FY18 Paygo funding for project
49	Glassmanor Community Center	EC080940	\$ 4,986,000.00		Transfer \$3,861,369 bond funding to Southern Regional Tech/Rec Aquatic Facility and \$1,124,631 bond funding to Tucker Road Ice Rink to cover project shortfalls
50	Harmony Hall Community Center	EC081238	\$ 1,080,000.00		Transfer \$946,000 bond funding and \$134,000 PAYGO funding to Tucker Road Ice Rink to cover project shortfalls
51	Potomac Landing Community Center	EC081187	\$ 912,000.00		Transfer portion of available funding to Tucker Road Ice Rink to cover project shortfall
52	Southern Regional Tech/Rec - Aquatic Facility	EC081214		\$ 3,861,369.00	Additional funding transferred from Glassmanor Community Center
53	Tucker Road Ice Skating Center*			\$ 3,982,121.00	Additional funding transferred from various projects
* PDF Included with Exhibit 4B					

# THE PRINCE GEORGE'S COUNTY FY 2019-2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC050836	CEDAR HEIGHTS COMMUNITY CENTER	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Five Landover Area Cypress Tree Drive	Continued Non Construction Park Development	

OPERATING IMPACT (000,S)	
DEBT SERVICE	59
MAINTENANCE COSTS	10
OPERATING COSTS	35
TOTAL	104
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)							
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22
PLANS	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0
CONST	1045	269	776	0	0	0	0
EQUIP	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0
TOTAL	1045	269	776	0	0	0	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1989
YEAR FIRST IN CAPITAL BUDGET	FY 1989
CURRENT AUTH. THRU	FY 18 957
CUMULATIVE APPROP. THRU	FY 18 1057
APPROPRIATION REQUESTED	0
BONDS SOLD	
OTHER FUNDS	
TOTAL FUNDS RECEIVED	
EXPENDITURES & ENCUMBRANCES	
UNENCUMBERED BALANCE	
	657
	388
	1045
	269
	776

FUNDING SCHEDULE (000,S)							
STATE	78	0	0	0	0	0	0
MNCPPC	657	0	0	0	0	0	0
OTHER	310	0	0	0	0	0	0
TOTAL	1045	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	75
ESTIMATED COMPLETION DATE	06/2023

DESCRIPTION AND JUSTIFICATION
<p>DESCRIPTION: Cedar Heights Community Center sits on an 11.7 acre site located on Glen Willow Drive, south of Sheriff Road. Existing development consists of a lighted tennis court, picnic area, two playgrounds, parking, and a community center. The current project includes center renovation and a kitchen addition. In FY19, Grant funding was reduced by \$12,000 to reflect actuals.</p> <p>JUSTIFICATION: This community is in the moderate need range for recreational facility development.</p>

LAST UPDATE: 04/19/2018

THE PRINCE GEORGE'S COUNTY FY 2019-20 ROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC091997	COMPTON BASSETT HISTORIC SITE	PARKS DEPT / M-NCPPC
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Nine Tippett & Vicinity 16508 Old Marlboro Pike	STATUS CLASS FUNCTION Revised Rehabilitation Park Development

OPERATING IMPACT (000,S)	
DEBT SERVICE	292
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	292
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24 BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	4453	0	1922	922	0	1000	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	4453	0	1922	922	0	1000	0	0	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2014
YEAR FIRST IN CAPITAL BUDGET	FY 2014
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 2650
APPROPRIATION REQUESTED	803
BONDS SOLD	2249
OTHER FUNDS	1204
TOTAL FUNDS RECEIVED	3453
EXPENDITURES & ENCUMBRANCES	2531
UNENCUMBERED BALANCE	922

FUNDING SCHEDULE (000,S)									
DEV	400	0	0	0	0	0	0	0	0
MNCPPC	3249	0	1000	0	0	1000	0	0	0
OTHER	804	0	0	0	0	0	0	0	0
TOTAL	4453	0	1000	0	0	1000	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Stage
PERCENT COMPLETED	10
ESTIMATED COMPLETION DATE	06/2020

DESCRIPTION AND JUSTIFICATION

DESCRIPTION: Compton Bassett Historic Site is located in Upper Marlboro within Patuxent River Park. Funding is for the restoration and stabilization of the historic house and outbuilding stabilization. These structures date back to the late 18th century. In FY19, PAYGO funding was decreased by \$9,000 and Bond funding was increased by \$9,000 to reflect actuals.

JUSTIFICATION: Stabilization of this historic house and dependencies is necessary due to ongoing deterioration and earthquake damage.

LAST UPDATE: 04/19/2018

# THE PRINCE GEORGE'S COUNTY FY 2019-2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC001130	GEOGRAPHICAL INFO. SYSTEM - PLANNING DEPT	PARKS DEPT / M-NCPPC

LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Multi-District Not Applicable County-wide	Continued Non Construction Park Development

EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 17	EST. FY 18	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	0	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	1473	717	204	111	111	111	111	108	0	0
TOTAL	1473	717	204	111	111	111	111	108	0	0

FUNDING SCHEDULE (000,S)										
DEV	1473	1413	30	30	0	0	0	0	0	0
TOTAL	1473	1413	30	30	0	0	0	0	0	0

## DESCRIPTION AND JUSTIFICATION

**DESCRIPTION:** The program provides for the maintenance and updating of geographic data used by the Commission, Washington Suburban Sanitary Commission (WSSC), and Prince George's County. The GIS database currently contains over 150 data layers. Each data layer has an identified maintenance/update schedule. The Planning Department is responsible for this task. In FY19, funding was increased by \$63,000 to reflect actual revenues received.

**JUSTIFICATION:** The Planning Department will purchase updated orthophotography for the GIS planimetric layers. Future expenditures will depend upon funding received from the County, WSSC and other potential partners, or other Commission contributions. Outside contributions are based on continuing agreements from the original GIS GeoMap Consortium. Several layers such as property, zoning, and orthophotography are critical to the business mission of the consortium, other partners, and the private sector.

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2004
YEAR FIRST IN CAPITAL BUDGET	FY 2004
CURRENT AUTH. THRU	FY 18 1615
CUMULATIVE APPROP. THRU	FY 18 1615
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	1443
TOTAL FUNDS RECEIVED	1443
EXPENDITURES & ENCUMBRANCES	717
UNENCUMBERED BALANCE	726

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	60
ESTIMATED COMPLETION DATE	06/2024

LAST UPDATE: 04/19/2018

# THE PRINCE GEORGE'S COUNTY FY 2019-2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY									
EB000403	HISTORIC AGRICULTURAL RESOURCES PRESERVATION	PARKS DEPT / M-NCPPC									
LOCATION AND CLASSIFICATION		STATUS CLASS FUNCTION									
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable County-wide	Revised Land Acquisition Park Acquisition									
EXPENDITURE SCHEDULE (000,S)											
TOTAL	THRU FY 17	EST FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	35276	26755	8521	3521	1000	1000	1000	1000	1000	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	35276	26755	8521	3521	1000	1000	1000	1000	1000	0	0
FUNDING SCHEDULE (000,S)											
MNCPPC	3000	3000	0	0	0	0	0	0	0	0	0
OTHER	32276	26276	6000	1000	1000	1000	1000	1000	1000	0	0
TOTAL	35276	29276	6000	1000	1000	1000	1000	1000	1000	0	0
DESCRIPTION AND JUSTIFICATION											
DESCRIPTION: This is a multi-year program for the acquisition of development rights of properties in the Rural Tier. In FY19, funding was reduced to reflect a Federal Grant that was not received.											
JUSTIFICATION: This program protects historic vistas, view sheds, and long standing agricultural resources in the rural tier through the acquisition of conservation easements. It is intended to maintain the historic character of the rural tier and promote the study of historic properties.											

1

OPERATING IMPACT (000,S)	
DEBT SERVICE	270
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	270
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2007
YEAR FIRST IN CAPITAL BUDGET	FY 2007
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 45000
APPROPRIATION REQUESTED	0
BONDS SOLD	3000
OTHER FUNDS	26276
TOTAL FUNDS RECEIVED	29276
EXPENDITURES & ENCUMBRANCES	26755
UNENCUMBERED BALANCE	2521

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2025

LAST UPDATE: 04/20/2018

THE PRINCE GEORGE'S COUNTY FY 2019-2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)										
EC000001	MINOR PARK DEVELOPMENT PROJECTS	PARKS DEPT / M-NCPPC											
<table border="1"> <tr> <th colspan="2">LOCATION AND CLASSIFICATION</th> </tr> <tr> <td>COUNCIL DIST PLANNING AREA ADDRESS</td> <td>STATUS CLASS FUNCTION</td> </tr> <tr> <td>Multi-District Not Applicable County-wide</td> <td>Continued Rehabilitation Park Development</td> </tr> </table>				LOCATION AND CLASSIFICATION		COUNCIL DIST PLANNING AREA ADDRESS	STATUS CLASS FUNCTION	Multi-District Not Applicable County-wide	Continued Rehabilitation Park Development				
LOCATION AND CLASSIFICATION													
COUNCIL DIST PLANNING AREA ADDRESS	STATUS CLASS FUNCTION												
Multi-District Not Applicable County-wide	Continued Rehabilitation Park Development												
<table border="1"> <tr> <td>DEBT SERVICE</td> <td>4</td> </tr> <tr> <td>MAINTENANCE COSTS</td> <td>0</td> </tr> <tr> <td>OPERATING COSTS</td> <td>0</td> </tr> <tr> <td>TOTAL</td> <td>4</td> </tr> <tr> <td>COST SAVINGS</td> <td>0</td> </tr> </table>				DEBT SERVICE	4	MAINTENANCE COSTS	0	OPERATING COSTS	0	TOTAL	4	COST SAVINGS	0
DEBT SERVICE	4												
MAINTENANCE COSTS	0												
OPERATING COSTS	0												
TOTAL	4												
COST SAVINGS	0												

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	631	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	631	0	0	0	0	0	0	0	0

APPROPRIATION DATA (000,S)				
YEAR FIRST IN CIP	FY 1993			
YEAR FIRST IN CAPITAL BUDGET	FY 1993			
CURRENT AUTH. THRU	FY 18 751			
CUMULATIVE APPROP. THRU	FY 18 809			
APPROPRIATION REQUESTED	0			
BONDS SOLD	50			
OTHER FUNDS	581			
TOTAL FUNDS RECEIVED	631			
EXPENDITURES & ENCUMBRANCES	631			
UNENCUMBERED BALANCE	0			

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2017

FUNDING SCHEDULE (000,S)	
STATE	75
MNCPPC	50
OTHER	506
TOTAL	631

LAST UPDATE: 04/20/2018

DESCRIPTION: Delete - Project complete. This project consists of various park development projects which cost \$75,000 or less. In FY19, Grant revenues were decreased by \$27k and Developer Contributions decreased by \$30k to reflect actual receipts.

JUSTIFICATION: It is more efficient to group projects which cost \$75,000 or less together under one heading than to list each separately.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC081001	OXON HILL MANOR HISTORIC SITE	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Eight South Potomac Oxon Hill Road	Continued Rehabilitation Park Development	

OPERATING IMPACT (000,S)	
DEBT SERVICE	63
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	63
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	75	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	1889	0	69	69	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	1964	0	69	69	0	0	0	0	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1997
YEAR FIRST IN CAPITAL BUDGET	FY 1998
CURRENT AUTH. THRU	FY 18 2315
CUMULATIVE APPROP. THRU	FY 18 2315
APPROPRIATION REQUESTED	0
BONDS SOLD	705
OTHER FUNDS	1259
TOTAL FUNDS RECEIVED	1964
EXPENDITURES & ENCUMBRANCES	1895
UNENCUMBERED BALANCE	69

FUNDING SCHEDULE (000,S)									
STATE	457	0	0	0	0	0	0	0	0
MNCPPC	705	0	0	0	0	0	0	0	0
OTHER	802	0	0	0	0	0	0	0	0
TOTAL	1964	0	0	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Stage
PERCENT COMPLETED	85
ESTIMATED COMPLETION DATE	06/2019

LAST UPDATE: 05/11/2010

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION:	The Oxon Hill Manor historic mansion is located just south of Route 495/95 on Oxon Hill Road and has undergone a major code compliance renovation and fire damage restoration. Remaining funds will be used to repoint brickwork, improve landscaping, and to add an elevator. In FY19, Grant funding was increased by \$8K to match actuals.
JUSTIFICATION:	This heavily used rental facility is an historic site in need of upgrades to preserve the structure and improve marketability.

# THE PRINCE GEORGE'S COUNTY FY 2019-2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC000869	STREAM RESTORATION/SWM RETROFIT	PARKS DEPT / M-NCPPC	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable County-wide	STATUS CLASS FUNCTION	Continued Addition Park Development
DEBT SERVICE MAINTENANCE COSTS OPERATING COSTS TOTAL COST SAVINGS			14 0 0 14 0

EXPENDITURE SCHEDULE (000,S)			
TOTAL	THRU FY 17	EST. FY 18	BEYOND 6 YRS
PLANS	0	0	0
LAND	0	0	0
CONST	871	0	0
EQUIP	0	0	0
OTHER	0	0	0
TOTAL	871	0	0

EXPENDITURE SCHEDULE (000,S)			
TOTAL	BUD YR FY 19	FY 20	FY 21
PLANS	0	0	0
LAND	0	0	0
CONST	263	43	43
EQUIP	0	0	0
OTHER	0	0	0
TOTAL	263	43	43

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 1990	FY 1990	FY 1990
YEAR FIRST IN CAPITAL BUDGET			
CURRENT AUTH. THRU	FY 18	1031	
CUMULATIVE APPROP. THRU	FY 18	1000	
APPROPRIATION REQUESTED		0	
BONDS SOLD		156	
OTHER FUNDS		715	
TOTAL FUNDS RECEIVED		871	
EXPENDITURES & ENCUMBRANCES		608	
UNENCUMBERED BALANCE		263	

FUNDING SCHEDULE (000,S)			
STATE	111	0	0
MNCPPC	156	0	0
OTHER	604	0	0
TOTAL	871	0	0

PROJECT STATUS			
LAND STATUS	Publicly Owned Land		
PROJECT STATUS	Not Applicable		
PERCENT COMPLETED			0
ESTIMATED COMPLETION DATE			06/2024

LAST UPDATE: 04/19/2018

DESCRIPTION AND JUSTIFICATION	
<p><b>DESCRIPTION:</b> This project provides funding for retrofit storm water management, sediment and erosion control improvements, and stream restoration for approved park development projects and existing park properties. In addition, funds will be used for the study and development of appropriate storm water management and environmental restoration projects that benefit park property and assets. In FY19, Bond funding was decreased by \$28K and Grant funding was reduced by \$32K to reflect actual revenues received.</p> <p><b>JUSTIFICATION:</b> County storm water regulations require that certain sediment and storm water items be added to projects already under construction or undergoing intense maintenance. Commission projects must conform to new and updated County regulations. Additionally elevated numbers of severe rain storm events contribute to streambank erosion and threaten public infrastructure.</p>	

**THE PRINCE GEORGE'S COUNTY FY 2019-20<sup>20</sup> PROPOSED CAPITAL IMPROVEMENT PROGRAM**

<b>CIP ID NO.</b>	<b>PROJECT NAME</b>	<b>AGENCY</b>	
EC046370	WALKER MILL REGIONAL PARK	PARKS DEPT / M-NCPPC	

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Continued Addition Park Development
Six Suitland, District Heights & Vicinity 8840 Walker Mill Road			

EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	9564	534	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>9564</b>	<b>534</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

FUNDING SCHEDULE (000,S)				
STATE	2485	2485	0	0
MNCPPC	4642	4642	0	0
OTHER	2437	2263	174	0
<b>TOTAL</b>	<b>9564</b>	<b>9390</b>	<b>174</b>	<b>0</b>

DESCRIPTION AND JUSTIFICATION	
<p><b>DESCRIPTION:</b> This regional park is located on both sides of Walker Mill Road in the Central Area. Existing are two softball fields, one baseball field, a synthetic turf football/soccer field, parking areas, Imagination Playground, a large group picnic shelter, trails, two tennis courts, basketball courts and skate park. In FY19, Bond funding was increased by \$2K, State/Grant funding was increased by \$10K, and PAYGO funding was increased by \$174K.</p> <p><b>JUSTIFICATION:</b> This area ranks 16th in need for additional outdoor facilities, according to the LPPRP. These are ongoing improvements to the regional park. FY 2006 funding (\$1 million) was from a State bond bill approved in the 2005 Legislative Session.</p>	1

OPERATING IMPACT (000,S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS
418
5
0
423
0

APPROPRIATION DATA (000,S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
FY 1979
FY 1979
FY 18 17190
FY 18 17290
APPROPRIATION REQUESTED
0
BONDS SOLD
OTHER FUNDS
TOTAL FUNDS RECEIVED
EXPENDITURES & ENCUMBRANCES
UNENCUMBERED BALANCE
4642
4922
9564
9564
0

PROJECT STATUS
LAND STATUS
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE
Publicly Owned Land
Design Stage
80
06/2024

LAST UPDATE: 04/20/2018

# THE PRINCE GEORGE'S COUNTY FY 2019-20 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC031035	ACREDALE PARK	PARKS DEPT / M-NCPPC	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Three College Park, Berwyn Heights & Vicinity Meizerott Road	STATUS CLASS FUNCTION	Continued Rehabilitation Park Development
DEBT SERVICE MAINTENANCE COSTS OPERATING COSTS TOTAL COST SAVINGS			19 0 0 19 0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2000
YEAR FIRST IN CAPITAL BUDGET	FY 2001
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 210
APPROPRIATION REQUESTED	0
BONDS SOLD	210
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	210
EXPENDITURES & ENCUMBRANCES	210
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Construction Completed
PERCENT COMPLETED	100
ESTIMATED COMPLETION DATE	05/2017

LAST UPDATE: 04/19/2018

CIP ID NO.	PROJECT NAME	AGENCY
EC031035	ACREDALE PARK	PARKS DEPT / M-NCPPC
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Three College Park, Berwyn Heights & Vicinity Meizerott Road	STATUS CLASS FUNCTION
Continued Rehabilitation Park Development		

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	210	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	210	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
MNCPPC	210	0	0	0	0	0	0	0	0
TOTAL	210	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION									
DESCRIPTION: Delete. Project complete. This 40-acre park is located on Meizerott Road in College Park. Existing facilities include a picnic area and shelter, athletic fields, dog park, and play equipment. Funding is for the renovation of the dog park.									
JUSTIFICATION: The existing dog park is located in a low area in the park and suffers seasonal drainage issues. Relocating the dog park to a new location will improve the drainage issue and reduce the amount of pickup soccer and, therefore, the demand for the limited number of parking spaces available in the park. In addition the former dog park area can be reforested to meet various reforestation goals, such as those in the Prince George's County Watershed Implementation Plan.									

THE PRINCE GEORGE'S COUNTY FY 2016-2017 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. EC051091	PROJECT NAME ANACOSTIA SVP (INTERPRETIVE TRAIL)	AGENCY PARKS DEPT / M-NCPPC
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COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION Five Defense Hqts. - Bladenburg & Vicinity 52nd Avenue	STATUS CLASS FUNCTION Revised New Construction Park Development
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EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 14	EST. FY 15	TOTAL 6 YRS	BUD YR FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	110	110	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	110	110	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)										
DEV	10	10	0	0	0	0	0	0	0	0
OTHER	100	100	0	0	0	0	0	0	0	0
TOTAL	110	110	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: Delete. Project complete.</p> <p>JUSTIFICATION: This project will provide an interpretive site for environmental education programs on the Anacostia River. In addition, it will provide a safe landing for small boats and minimize the impact on the riverbank. The project will take advantage of the wetland mitigation created for the Woodrow Wilson Bridge.</p>	

OPERATING IMPACT (000,S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS
0
0
0
0
0

APPROPRIATION DATA (000,S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
FY 2001
FY 2009
FY 15 100
FY 15 200
APPROPRIATION REQUESTED
0
BONDS SOLD
OTHER FUNDS
TOTAL FUNDS RECEIVED
EXPENDITURES & ENCUMBRANCES
UNENCUMBERED BALANCE
0
110
110
110
0

PROJECT STATUS
LAND STATUS
Publicly Owned Land
Under Construction
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE
25
02/2014

LAST UPDATE: 01/07/2015

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC001095	ARTS IN PUBLIC SPACES	PARKS DEPT / M-NCPPC	
COUNCIL DIST PLANNING AREA ADDRESS			
LOCATION AND CLASSIFICATION			
Multi-District Not Applicable County-wide			
STATUS CLASS FUNCTION			
Continued New Construction Park Development			
DEBT SERVICE			0
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			0
COST SAVINGS			0

YEAR FIRST IN CIP	FY 2001
YEAR FIRST IN CAPITAL BUDGET	FY 2001
CURRENT AUTH. THRU	FY 18 250
CUMULATIVE APPROP. THRU	FY 18 450
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	350
TOTAL FUNDS RECEIVED	350
EXPENDITURES & ENCUMBRANCES	121
UNENCUMBERED BALANCE	229

LAND STATUS	Publicly Owned Land
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

LAST UPDATE: 05/14/2018

CIP ID NO.	PROJECT NAME	AGENCY
EC001095	ARTS IN PUBLIC SPACES	PARKS DEPT / M-NCPPC
COUNCIL DIST PLANNING AREA ADDRESS		
LOCATION AND CLASSIFICATION		
Multi-District Not Applicable County-wide		
STATUS CLASS FUNCTION		
Continued New Construction Park Development		

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	350	121	0	55	55	64	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	350	121	0	55	55	64	0	0	0

FUNDING SCHEDULE (000,S)									
OTHER	350	0	0	0	0	0	0	0	0
TOTAL	350	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: This project provides a mechanism for funding "sculpture/art" at various park development sites throughout the County. In FY19, \$100K was transferred to Southern Area Aquatic and Recreation Complex (EC091170) to provide additional funding for artwork at this new facility.</p> <p>JUSTIFICATION: Arts in public spaces provides a mechanism for expressing the unique cultural or historical features of a site through art and sculpture, thereby emphasizing the regional context of the park site.</p>	

# THE PRINCE GEORGE'S COUNTY FY 2011-2012 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC020562	AVONDALE NEIGHBORHOOD PARK	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Two Hyattsville and Vicinity Lasalle Road	Continued Rehabilitation Park Development	

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 09	EST. FY 10	TOTAL 6 YRS	BUD YR FY 11	FY 12	FY 13	FY 14	FY 15	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	145	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	145	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
STATE	101	0	0	0	0	0	0	0	0
OTHER	44	0	0	0	0	0	0	0	0
TOTAL	145	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION									
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DESCRIPTION: Delete - Project complete.

JUSTIFICATION: Delete - Project complete.

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1988
YEAR FIRST IN CAPITAL BUDGET	FY 1983
CURRENT AUTH. THRU	FY 10 145
CUMULATIVE APPROP. THRU	FY 10 145
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	145
TOTAL FUNDS RECEIVED	145
EXPENDITURES & ENCUMBRANCES	145
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Stage
PERCENT COMPLETED	40
ESTIMATED COMPLETION DATE	07/2009

LAST UPDATE: 04/19/2018

# THE PRINCE GEORGE'S COUNTY FY 2015-16 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC091166	BADEN COMMUNITY CENTER	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Revised Rehabilitation Park Development
Nine South Laurel Montpelier 13601 Baden Westwood Road			

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 13	EST. FY 14	TOTAL 6 YRS	BUD YR FY 15	FY 16	FY 17	FY 18	FY 19	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	50	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	50	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
OTHER	50	0	0	0	0	0	0	0	0
TOTAL	50	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION									
<p>DESCRIPTION: Delete. In FY15, \$250,000 PAYGO and \$1.7 million Bonds were transferred from this project to Southern Area Aquatic and Recreation Complex (EC091172). The weight/fitness room at Baden Community Center will be completed using the Infrastructure Improvement Fund.</p> <p>JUSTIFICATION: The Community Center Needs Assessment determined that Baden Community Center needed to be expanded to serve the needs of the community because the next closest facilities are 20 miles away.</p>									

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2006
YEAR FIRST IN CAPITAL BUDGET	FY 2006
CURRENT AUTH. THRU	FY 14 2000
CUMULATIVE APPROP. THRU	FY 14 2000
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	50
TOTAL FUNDS RECEIVED	50
EXPENDITURES & ENCUMBRANCES	50
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	10
ESTIMATED COMPLETION DATE	01/2017

LAST UPDATE: 05/05/2014

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC051152	BLADENSBURG BALLOON PARK HISTORIC SITE	PARKS DEPT / M-NCPPC	
COUNCIL DIST PLANNING AREA ADDRESS			
Five Defense Hqts. - Bladensburg & Vicinity Baltimore Avenue			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION			
Continued Rehabilitation Park Development			
DEBT SERVICE			0
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			0
COST SAVINGS			0

EXPENDITURE SCHEDULE (000,S)			
TOTAL	THRU FY 17	EST. FY 18	BEYOND 6 YRS
PLANS	0	0	0
LAND	0	0	0
CONST	72	0	0
EQUIP	0	0	0
OTHER	0	0	0
TOTAL	72	0	0

FUNDING SCHEDULE (000,S)			
TOTAL	THRU FY 17	EST. FY 18	BEYOND 6 YRS
OTHER	72	0	0
TOTAL	72	0	0

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 2006		
YEAR FIRST IN CAPITAL BUDGET	FY 2006		
CURRENT AUTH. THRU	FY 18 30		
CUMULATIVE APPROP. THRU	FY 18 80		
APPROPRIATION REQUESTED	0		
BONDS SOLD	0		
OTHER FUNDS	72		
TOTAL FUNDS RECEIVED	72		
EXPENDITURES & ENCUMBRANCES	72		
UNENCUMBERED BALANCE	0		

PROJECT STATUS			
LAND STATUS	Publicly Owned Land		
PROJECT STATUS	Construction Completed		
PERCENT COMPLETED	100		
ESTIMATED COMPLETION DATE	09/2015		

LAST UPDATE: 05/11/2018

EXPENDITURE SCHEDULE (000,S)			
TOTAL	THRU FY 17	EST. FY 18	BEYOND 6 YRS
PLANS	0	0	0
LAND	0	0	0
CONST	72	0	0
EQUIP	0	0	0
OTHER	0	0	0
TOTAL	72	0	0

FUNDING SCHEDULE (000,S)			
TOTAL	THRU FY 17	EST. FY 18	BEYOND 6 YRS
OTHER	72	0	0
TOTAL	72	0	0

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 2006		
YEAR FIRST IN CAPITAL BUDGET	FY 2006		
CURRENT AUTH. THRU	FY 18 30		
CUMULATIVE APPROP. THRU	FY 18 80		
APPROPRIATION REQUESTED	0		
BONDS SOLD	0		
OTHER FUNDS	72		
TOTAL FUNDS RECEIVED	72		
EXPENDITURES & ENCUMBRANCES	72		
UNENCUMBERED BALANCE	0		

PROJECT STATUS			
LAND STATUS	Publicly Owned Land		
PROJECT STATUS	Construction Completed		
PERCENT COMPLETED	100		
ESTIMATED COMPLETION DATE	09/2015		

LAST UPDATE: 05/11/2018

DESCRIPTION AND JUSTIFICATION			
DESCRIPTION: Delete. Project complete. Transfer balance of \$0,209.70.			
JUSTIFICATION: Improved accessible walkways, landscaping and other amenities are needed to accommodate visitors to the new memorial.			

# THE PRINCE GEORGE'S COUNTY FY 2011-20 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. EC081032	PROJECT NAME BOCK ROAD MAINTENANCE YARD	AGENCY PARKS DEPT / M-NCPPC
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COUNCIL DIST PLANNING AREA ADDRESS Eight Henson Creek 7401 Bock Road	LOCATION AND CLASSIFICATION STATUS CLASS FUNCTION Continued Replacement Park Development
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EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 09	EST. FY 10	TOTAL 6 YRS	BUD YR FY 11	FY 12	FY 13	FY 14	FY 15	FY 16	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	160	160	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	160	160	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)			
OTHER	160	160	0
TOTAL	160	160	0

EXPENDITURE SCHEDULE (000,S)	
YEAR FIRST IN CIP	FY 2001
YEAR FIRST IN CAPITAL BUDGET	FY 2008
CURRENT AUTH. THRU	FY 10 160
CUMULATIVE APPROP. THRU	FY 10 160
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	160
TOTAL FUNDS RECEIVED	160
EXPENDITURES & ENCUMBRANCES	160
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	92
ESTIMATED COMPLETION DATE	03/2010

LAST UPDATE: 04/19/2010

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION: Delete - Project complete.	
JUSTIFICATION: Delete - Project complete.	

# THE PRINCE GEORGE'S COUNTY FY 2012-2013 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC031039	BROWNING'S GROVE NEIGHBORHOOD PARK	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Three Defense Hqts. - Bladensburg & Vicinity Nicholson Street	Continued Rehabilitation Park Development	

OPERATING IMPACT (000 \$)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,\$)											
	TOTAL	THRU FY 10	EST. FY 11	TOTAL 6 YRS	BUD YR FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	200	200	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	200	200	0	0	0	0	0	0	0	0	0

APPROPRIATION DATA (000 \$)			
YEAR FIRST IN CIP	FY 2000		
YEAR FIRST IN CAPITAL BUDGET	FY 2001		
CURRENT AUTH. THRU	FY 11	200	
CUMULATIVE APPROP. THRU	FY 11	200	
APPROPRIATION REQUESTED		0	
BONDS SOLD		0	
OTHER FUNDS		200	
TOTAL FUNDS RECEIVED		200	
EXPENDITURES & ENCUMBRANCES		200	
UNENCUMBERED BALANCE		0	

FUNDING SCHEDULE (000,\$)									
STATE	150	0	0	0	0	0	0	0	0
OTHER	50	0	0	0	0	0	0	0	0
TOTAL	200	0	0	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Stage
PERCENT COMPLETED	80
ESTIMATED COMPLETION DATE	06/2011

LAST UPDATE: 04/19/2018

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION: Delete - Project complete.	
JUSTIFICATION: This site requires major renovation, stormwater management, play areas and a shelter to make it an attractive park and an asset to the neighborhood. Reconstruction of older parks is part of an ongoing program to update and modernize recreation facilities in established communities.	

**THE PRINCE GEORGE'S COUNTY FY 2012-2013 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

<b>CIP ID NO.</b>	<b>PROJECT NAME</b>	<b>AGENCY</b>	
EC051128	CARSONDALE NEIGHBORHOOD PLAYGROUND	PARKS DEPT / M-NCPPC	

<b>COUNCIL DIST</b>	<b>LOCATION AND CLASSIFICATION</b>	<b>STATUS</b>
PLANNING AREA		CLASS
ADDRESS		FUNCTION
Five Largo-Lottsford 9110 Varnum Street	Continued Rehabilitation Park Development	

EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 10	EST FY 11	TOTAL 6 YRS	BUD YR FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	115	115	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>115</b>	<b>115</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

FUNDING SCHEDULE (000,S)			
OTHER	115	115	0
<b>TOTAL</b>	<b>115</b>	<b>115</b>	<b>0</b>

DESCRIPTION AND JUSTIFICATION	
<p><b>DESCRIPTION:</b> Delete - Project Complete.</p> <p><b>JUSTIFICATION:</b> This playground is outdated and the site is not in compliance with current Consumer Product Safety Commission guidelines nor does it meet Americans With Disabilities Act requirements. The Carsondale Civic Association has requested that the play area be renovated.</p>	

OPERATING IMPACT (000,S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS
0
0
0
0
0

APPROPRIATION DATA (000,S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
FY 2004
FY 0
FY 11
FY 11
FY 11
FY 11
APPROPRIATION REQUESTED
0
BONDS SOLD
OTHER FUNDS
TOTAL FUNDS RECEIVED
EXPENDITURES & ENCUMBRANCES
UNENCUMBERED BALANCE
0
115
115
115
0

PROJECT STATUS
LAND STATUS
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE
Publicly Owned Land
Under Construction
20
12/2009

LAST UPDATE: 04/19/2018

# THE PRINCE GEORGE'S COUNTY FY 2014-25 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC031148	COLLEGE PARK COMMUNITY CENTER	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Revised Rehabilitation Park Development
Three College Park, Benwyn Heights & Vicinity 5051 Pierce Avenue			

EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 12	EST. FY 13	TOTAL 6 YRS	BUD YR FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	202	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	202	0	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)										
STATE	120	120	0	0	0	0	0	0	0	0
MNCPPC	30	30	0	0	0	0	0	0	0	0
OTHER	52	52	0	0	0	0	0	0	0	0
TOTAL	202	202	0	0	0	0	0	0	0	0

## DESCRIPTION AND JUSTIFICATION

DESCRIPTION: Delete - project complete. In FY14, \$37,000 was transferred to Riverdale Recreation Community Center (EC030949) for park renovation and a dog park. In FY15, \$37,000 of Bond funding was changed to PAYGO to accommodate a future Bond sale.

JUSTIFICATION: Delete - project complete.

## OPERATING IMPACT (000,S)

DEBT SERVICE	3
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	3
COST SAVINGS	0

## APPROPRIATION DATA (000,S)

YEAR FIRST IN CIP	FY 2005
YEAR FIRST IN CAPITAL BUDGET	FY 2005
CURRENT AUTH. THRU	FY 13 202
CUMULATIVE APPROP. THRU	FY 13 202

## APPROPRIATION REQUESTED

BONDS SOLD	0
OTHER FUNDS	30
TOTAL FUNDS RECEIVED	172
EXPENDITURES & ENCUMBRANCES	202
UNENCUMBERED BALANCE	0

## PROJECT STATUS

LAND STATUS	Publicly Owned Land
PROJECT STATUS	Construction Completed
PERCENT COMPLETED	100
ESTIMATED COMPLETION DATE	11/2012

LAST UPDATE: 04/19/2018

**THE PRINCE GEORGE'S COUNTY FY 2007-2008 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

CIP ID NO.	PROJECT NAME	AGENCY
EC061041	COLLINGTON STATION COMMUNITY PARK	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Continued New Construction Park Development
Six City of Bowie Jennings Mill Drive			

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 05	EST. FY 06	TOTAL 6 YRS	BUD YR FY 07	FY 08	FY 09	FY 10	FY 11	FY 12
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	75	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	75	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
OTHER	75	75	0	0	0	0	0	0	0
TOTAL	75	75	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION									
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DESCRIPTION: Delete - Project complete. During FY08 COW, \$6,325 was transferred to this project from various projects to offset deficit. The transfers included \$4,159 from EC021036 Adelphi Manor Community Recreation Center; \$443 from EC031040 Chestnut Hills Neighborhood Park; \$1,707 from EC020473 Mt. Rainier Neighborhood Park; and \$16 from EC010863 Muirkirk South Community Park.

JUSTIFICATION: Delete - Project complete.

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2000
YEAR FIRST IN CAPITAL BUDGET	FY XX
CURRENT AUTH. THRU	FY 06 75
CUMULATIVE APPROP. THRU	FY 06 75
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	75
TOTAL FUNDS RECEIVED	75
EXPENDITURES & ENCUMBRANCES	75
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	10
ESTIMATED COMPLETION DATE	12/2005

LAST UPDATE: 04/19/2018

**THE PRINCE GEORGE'S COUNTY FY 2019-20 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC001144	COMMUNITY CENTER EXPANSIONS	PARKS DEPT / M-NCPPC	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable Various Locations	STATUS CLASS FUNCTION	Continued Addition Park Development
DEBT SERVICE			0
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			0
COST SAVINGS			0

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 2004		
YEAR FIRST IN CAPITAL BUDGET	FY 2004		
CURRENT AUTH. THRU	FY 18 4517		
CUMULATIVE APPROP. THRU	FY 18 4517		
APPROPRIATION REQUESTED			0
BONDS SOLD			0
OTHER FUNDS			218
TOTAL FUNDS RECEIVED			218
EXPENDITURES & ENCUMBRANCES			218
UNENCUMBERED BALANCE			0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2019

LAST UPDATE: 04/27/2018

CIP ID NO.	PROJECT NAME	AGENCY
EC001144	COMMUNITY CENTER EXPANSIONS	PARKS DEPT / M-NCPPC
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable Various Locations	STATUS CLASS FUNCTION
Continued Addition Park Development		

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	218	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	218	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OTHER	218	0	0	0	0	0	0	0	0
TOTAL	218	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION: Delete. Transfer remaining funding to Recreation Facility Planning (EC001272).	
JUSTIFICATION: The Formula 2040: Functional Master Plan for Parks, Recreation and Open Space recommends expansions to several community centers to meet level of service targets for each service area identified in the Plan.	

# THE PRINCE GEORGE'S COUNTY FY 2019-2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC001017	COMMUNITY CENTER RENOVATIONS	PARKS DEPT / M-NCPPC	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable County-wide	STATUS CLASS FUNCTION	Continued Rehabilitation Park Development
EXPENDITURE SCHEDULE (000,S)			
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS
PLANS	0	0	0
LAND	0	0	0
CONST	6210	0	0
EQUIP	0	0	0
OTHER	0	0	0
TOTAL	6210	0	0
FUNDING SCHEDULE (000,S)			
MNCPPC	5885	0	0
OTHER	325	0	0
TOTAL	6210	0	0

DEBT SERVICE	530
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	530
COST SAVINGS	0

YEAR FIRST IN CIP	FY 1999
YEAR FIRST IN CAPITAL BUDGET	FY 2000
CURRENT AUTH. THRU	FY 18 8877
CUMULATIVE APPROP. THRU	FY 18 8877

APPROPRIATION REQUESTED	0
BONDS SOLD	5885
OTHER FUNDS	325
TOTAL FUNDS RECEIVED	6210
EXPENDITURES & ENCUMBRANCES	6210
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

LAST UPDATE: 04/27/2018

CIP ID NO.	PROJECT NAME	AGENCY
EC001017	COMMUNITY CENTER RENOVATIONS	PARKS DEPT / M-NCPPC
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable County-wide	STATUS CLASS FUNCTION
EXPENDITURE SCHEDULE (000,S)		
TOTAL	THRU FY 17	EST. FY 18
PLANS	0	0
LAND	0	0
CONST	6210	0
EQUIP	0	0
OTHER	0	0
TOTAL	6210	0
FUNDING SCHEDULE (000,S)		
MNCPPC	5885	0
OTHER	325	0
TOTAL	6210	0

DEBT SERVICE	530
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	530
COST SAVINGS	0

YEAR FIRST IN CIP	FY 1999
YEAR FIRST IN CAPITAL BUDGET	FY 2000
CURRENT AUTH. THRU	FY 18 8877
CUMULATIVE APPROP. THRU	FY 18 8877

APPROPRIATION REQUESTED	0
BONDS SOLD	5885
OTHER FUNDS	325
TOTAL FUNDS RECEIVED	6210
EXPENDITURES & ENCUMBRANCES	6210
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

DESCRIPTION: Delete. Transfer balance to Recreation Facility Planning (EC001272).

JUSTIFICATION: Budget Resolution CB-21-1996 contained a directive from the County Council to prepare a Community Center Needs Assessments. The report prioritized each facility as to "need," and the M-NCPPC is now following through on the study's recommendations.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC061239	DAISY LANE PARK	PARKS DEPT / M-NCPPC

OPERATING IMPACT (000,\$)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS
Four	Glendale, Seabrook, Lanham & Vicinity	Continued
PLANNING AREA	12200 Daisy Lane	Addition
ADDRESS		Park Development

EXPENDITURE SCHEDULE (000,\$)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	1	1	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1	1	0	0	0	0	0	0	0	0	0

APPROPRIATION DATA (000,\$)	
YEAR FIRST IN CIP	FY 2009
YEAR FIRST IN CAPITAL BUDGET	FY 2011
CURRENT AUTH. THRU	FY 18 140
CUMULATIVE APPROP. THRU	FY 18 140
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,\$)									
OTHER	1	0	0	0	0	0	0	0	0
TOTAL	1	0	0	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	08/2024

DESCRIPTION AND JUSTIFICATION	
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DESCRIPTION: Delete. Transfer \$140,000 PAYGO funding to Sandy Hill Park (EC041196) to cover project shortfall.  
JUSTIFICATION: The Land Preservation, Parks and Recreation Plan places this community in the moderate range for recreational facilities.

LAST UPDATE: 05/11/2018

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC041177	DORSEY CHAPEL HISTORIC SITE	PARKS DEPT / M-NCPPC	
			DEBT SERVICE 0
			MAINTENANCE COSTS 0
			OPERATING COSTS 0
			TOTAL 0
			COST SAVINGS 0

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Continued Addition Park Development
Four Glendale, Sealbrook, Lantham & Vicinity 10704 Brookland Road			

EXPENDITURE SCHEDULE (000,S)	EXPENDITURE SCHEDULE (000,S)
	YEAR FIRST IN CIP FY 2007
	YEAR FIRST IN CAPITAL BUDGET FY 2009
	CURRENT AUTH. THRU FY 18 288
	CUMULATIVE APPROP. THRU FY 19 470
	APPROPRIATION REQUESTED 0
	BONDS SOLD 0
	OTHER FUNDS 65
	TOTAL FUNDS RECEIVED 65
	EXPENDITURES & ENCUMBRANCES 65
	UNENCUMBERED BALANCE 0

TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	65	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	65	0	0	0	0	0	0	0	0	0

PROJECT STATUS	PROJECT STATUS
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Stage
PERCENT COMPLETED	10
ESTIMATED COMPLETION DATE	06/2018

FUNDING SCHEDULE (000,S)	FUNDING SCHEDULE (000,S)
OTHER	65
TOTAL	65

LAST UPDATE: 05/21/2018

DESCRIPTION AND JUSTIFICATION
DESCRIPTION: Delete. In FY19, \$242,694.37 prior PAYGO and \$160,000 prior Bond funding were transferred to Sandy Hill Park (EC041196).
JUSTIFICATION: Renovation will provide the additional parking needed to accommodate facility rentals. Brick walkways and landscaping will improve the appearance of this unique historic site.

# THE PRINCE GEORGE'S COUNTY FY 2014-2015 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC041194	ENFIELD CHASE NEIGHBORHOOD PARK	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Revised Addition Park Development
Four City of Bowie 3701 Northview Drive			

OPERATING IMPACT (000,S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS

APPROPRIATION DATA (000,S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
APPROPRIATION REQUESTED
BONDS SOLD
OTHER FUNDS
TOTAL FUNDS RECEIVED
EXPENDITURES & ENCUMBRANCES
UNENCUMBERED BALANCE

PROJECT STATUS
LAND STATUS
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 12	EST. FY 13	TOTAL 6 YRS	BUD YR FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	223	223	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	223	223	0	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)										
DEV	73	0	0	0	0	0	0	0	0	0
OTHER	150	0	0	0	0	0	0	0	0	0
TOTAL	223	0	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION
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DESCRIPTION: Delete - project complete.

JUSTIFICATION: Delete - project complete.

LAST UPDATE: 12/20/2012

# THE PRINCE GEORGE'S COUNTY FY 2015-2016 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC081266	FORT FOOTE NEIGHBORHOOD RECREATION CENTER	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Continued New Construction Park Development
Eight South Potomac 8300 Fort Foote Road			

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 13	EST. FY 14	TOTAL 6 YRS	BUD YR FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	260	260	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	260	260	0	0	0	0	0	0	0	0	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2011
YEAR FIRST IN CAPITAL BUDGET	FY 2011
CURRENT AUTH. THRU	FY 14 225
CUMULATIVE APPROP. THRU	FY 14 260
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	260
TOTAL FUNDS RECEIVED	260
EXPENDITURES & ENCUMBRANCES	260
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,S)									
OTHER	260	0	0	0	0	0	0	0	0
TOTAL	260	0	0	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	75
ESTIMATED COMPLETION DATE	11/2013

DESCRIPTION AND JUSTIFICATION	
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DESCRIPTION: DELETE - Project complete.

JUSTIFICATION: This park is heavily used by residents and the Oxon Hill Boys and Girls Club during evenings and weekends. The addition of the new athletic field lights would allow for extended play and a safer sports environment for the users.

LAST UPDATE: 01/29/2014

THE PRINCE GEORGE'S COUNTY FY 2013-2018 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC031059	LAKE ARTEMESIA	PARKS DEPT / M-NCPPC

COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS	Revised
PLANNING AREA	Three College Park, Berwyn Heights & Vicinity	CLASS	Addition
ADDRESS	600 Cleveland Avenue	FUNCTION	Park Development

OPERATING IMPACT (000,S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS

EXPENDITURE SCHEDULE (000,S)	BUD YR	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	BEYOND 6 YRS
TOTAL	THRU FY 11	EST. FY 12	TOTAL 6 YRS					
PLANS	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0
CONST	49	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0
TOTAL	49	0	0	0	0	0	0	0

APPROPRIATION DATA (000,S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
APPROPRIATION REQUESTED
BONDS SOLD
OTHER FUNDS
TOTAL FUNDS RECEIVED
EXPENDITURES & ENCUMBRANCES
UNENCUMBERED BALANCE

FUNDING SCHEDULE (000,S)
OTHER
TOTAL

PROJECT STATUS
LAND STATUS
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE

DESCRIPTION AND JUSTIFICATION
DESCRIPTION: Delete. In FY13, \$125,000 of FY11 and Prior PAYGO was transferred to Berwyn Heights Dog Park (EC031284) and \$75,000 of FY11 and Prior PAYGO was transferred to Rhode Island Trolley Trail (EC021248) from this project. In FY19, remaining funding of \$969 was transferred out.
JUSTIFICATION: The existing gate is not suitable for use by pedestrians. Parking is inadequate to handle the volume of park visitors.

LAST UPDATE: 05/11/2018

THE PRINCE GEORGE'S COUNTY FY 2015-2016 PROPOSED CAPITAL IMPROVEMENT PROGRAM

<b>CIP ID NO.</b>	<b>PROJECT NAME</b>	<b>AGENCY</b>
EC061123	MILLWOOD NEIGHBORHOOD RECREATION CENTER	PARKS DEPT / M-NCPPC

<b>COUNCIL DIST</b>	<b>LOCATION AND CLASSIFICATION</b>	<b>STATUS</b>
PLANNING AREA ADDRESS	Six Sutherland, District Heights & Vicinity 499 Shady Glen Drive	Continued Addition Park Development

OPERATING IMPACT (000,S)	
DEBT SERVICE	18
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	18
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2004
YEAR FIRST IN CAPITAL BUDGET	FY 2005
CURRENT AUTH. THRU	FY 14 280
CUMULATIVE APPROP. THRU	FY 14 280
APPROPRIATION REQUESTED	0
BONDS SOLD	200
OTHER FUNDS	80
TOTAL FUNDS RECEIVED	280
EXPENDITURES & ENCUMBRANCES	280
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Construction Completed
PERCENT COMPLETED	90
ESTIMATED COMPLETION DATE	04/2014

LAST UPDATE: 04/19/2018

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 13	EST. FY 14	TOTAL 6 YRS	BUD YR FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	BEYOND 6 YRS
PLANS		0		0	0	0	0	0	0	0	0
LAND		0		0	0	0	0	0	0	0	0
CONST	280	280	0	0	0	0	0	0	0	0	0
EQUIP		0		0	0	0	0	0	0	0	0
OTHER		0		0	0	0	0	0	0	0	0
TOTAL	280	280	0	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)											
	200	200	0	0	0	0	0	0	0	0	0
MNCPPC											
OTHER											
TOTAL	200	280	0	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION
<p>DESCRIPTION: DELETE - Project complete.</p> <p>JUSTIFICATION: These amenities have been requested by the Millwood-Waterford Civic Association for the benefit of the senior population in the area.</p>

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY						
EC031261	PAINT BRANCH HIKER/BIKER TRAIL	PARKS DEPT / M-NCPPC						
<table border="1"> <tr> <th colspan="2">LOCATION AND CLASSIFICATION</th> <th>STATUS</th> </tr> <tr> <td>COUNCIL DIST PLANNING AREA ADDRESS</td> <td>Three College Park, Benwyn Heights &amp; Vicinity University Boulevard</td> <td>Continued Addition Park Development</td> </tr> </table>			LOCATION AND CLASSIFICATION		STATUS	COUNCIL DIST PLANNING AREA ADDRESS	Three College Park, Benwyn Heights & Vicinity University Boulevard	Continued Addition Park Development
LOCATION AND CLASSIFICATION		STATUS						
COUNCIL DIST PLANNING AREA ADDRESS	Three College Park, Benwyn Heights & Vicinity University Boulevard	Continued Addition Park Development						

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST FY 18	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 5 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	4	4	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	4	4	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
MNCPPC	4	4	0	0	0	0	0	0	0
TOTAL	4	4	0	0	0	0	0	0	0

DESCRIPTION: Delete - Duplicate project scope. Transfer balance to the PDF EC031856 Paint Branch Stream Valley Park - College Park Woods Trail. This project will provide a spur trail to connect College Park Woods to the 3.2 mile Paint Branch Trail.

JUSTIFICATION: College Park Woods is a residential community in College Park where pedestrian connectivity along Metzerott Road and University Boulevard to the parks and trails is non-existent. The spur trail will provide direct and safe access to the Paint Branch Trail for residents of College Park Woods and users of the University of Maryland facilities.

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2008
YEAR FIRST IN CAPITAL BUDGET	FY 2009
CURRENT AUTH. THRU	FY 18 250
CUMULATIVE APPROP. THRU	FY 18 500
APPROPRIATION REQUESTED	0
BONDS SOLD	4
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	4
EXPENDITURES & ENCUMBRANCES	4
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	25
ESTIMATED COMPLETION DATE	05/2019

LAST UPDATE: 05/11/2018

THE PRINCE GEORGE'S COUNTY FY 2019-20 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. EC081099	PROJECT NAME POTOMAC WATERFRONT PARK	AGENCY PARKS DEPT / M-NCPPC
COUNCIL DIST PLANNING AREA ADDRESS Eight South Potomac Potomac Side Of Waterside Court		
LOCATION AND CLASSIFICATION		STATUS CLASS FUNCTION Continued New Construction Park Development
EXPENDITURE SCHEDULE (000,S)		
TOTAL	THRU FY 17	EST. FY 18
PLANS	0	0
LAND	0	0
CONST	250	0
EQUIP	0	0
OTHER	0	0
TOTAL	250	0
FUNDING SCHEDULE (000,S)		
OTHER	250	0
TOTAL	250	0
DESCRIPTION AND JUSTIFICATION		
DESCRIPTION: Delete. Project defunded. Transfer remaining balance. JUSTIFICATION: The construction of a waterfront park will complement the National Harbor development. This project will supplement the mitigation packages from both the new Woodrow Wilson Bridge and National Harbor projects.		

OPERATING IMPACT (000,S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS
0
0
0
0
0

APPROPRIATION DATA (000,S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
FY 2001
FY 2001
FY 18
FY 18
250
250
0
APPROPRIATION REQUESTED
0
BONDS SOLD
OTHER FUNDS
TOTAL FUNDS RECEIVED
EXPENDITURES & ENCUMBRANCES
UNENCUMBERED BALANCE
0
0
250
250
250
0

PROJECT STATUS
LAND STATUS
Publicly Owned Land
Design Not Begun
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE
1
06/2025

LAST UPDATE: 04/19/2018

# THE PRINCE GEORGE'S COUNTY FY 2019-20 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC061181	RIDGELEY ROSENWALD SCHOOL	PARKS DEPT / M-NCPPC
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Six Sulland, District Heights & Vicinity 8507 Central Avenue	STATUS CLASS FUNCTION Continued Rehabilitation Park Development

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	1195	1195	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	1195	1195	0	0	0	0	0	0	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2007
YEAR FIRST IN CAPITAL BUDGET	FY 2007
CURRENT AUTH. THRU	FY 18 1120
CUMULATIVE APPROP. THRU	FY 18 1195
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	1195
TOTAL FUNDS RECEIVED	1195
EXPENDITURES & ENCUMBRANCES	1195
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,S)									
STATE	120	0	0	0	0	0	0	0	0
OTHER	1075	0	0	0	0	0	0	0	0
TOTAL	1195	0	0	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Site Selected Only
PROJECT STATUS	Construction Completed
PERCENT COMPLETED	100
ESTIMATED COMPLETION DATE	12/2015

## DESCRIPTION AND JUSTIFICATION

**DESCRIPTION:** Delete - Project Complete. project involved the restoration and adaptive reuse of the Ridgeley Rosenwald School. The Alumnae Chapter of Delta Sigma Theta Sorority Inc. worked with a multi-agency work group to restore this important landmark. School restoration is complete. Restoration of the front yard of the school to establish its presence on Central Avenue is complete.

**JUSTIFICATION:** The Ridgeley Rosenwald School is an example of the African American education movement in Prince George's County. The renovated school will serve as a museum displaying furniture, artifacts and memorabilia representative of an African American school in the 1920s. FY 2007 funding includes \$120,000 (State Bond Bill approved in 2006).

LAST UPDATE: 04/19/2018

# THE PRINCE GEORGE'S COUNTY FY 2019-2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC081113	SOUTHERN REGIONAL TECH/REC COMPLEX	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Continued New Construction Park Development
Eight Henson Creek Location Not Determined			

EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	550	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	17550	866	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	18100	866	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)										
STATE	4135	4135	0	0	0	0	0	0	0	0
MNCPPC	4850	4850	0	0	0	0	0	0	0	0
OTHER	9115	9115	0	0	0	0	0	0	0	0
TOTAL	18100	18100	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION	
<p><b>DESCRIPTION:</b> Delete - Project Complete. This project involved design and construction of a recreation complex in the greater Oxon Hill area.</p> <p><b>JUSTIFICATION:</b> Residents of the southeastern area of the County have requested an indoor recreation facility centrally located to serve several communities in the greater Oxon Hill area. This projects received State bond bills of \$150,000 in FY 2005, \$100,000 in 2008 and two bond bills totalling \$100,000 in FY 2013.</p>	

OPERATING IMPACT (000,S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS
436
0
0
436
0

APPROPRIATION DATA (000,S)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
FY 2002
FY 2002
FY 18 18850
FY 18 26900
APPROPRIATION REQUESTED
0
BONDS SOLD
OTHER FUNDS
TOTAL FUNDS RECEIVED
EXPENDITURES & ENCUMBRANCES
UNENCUMBERED BALANCE
4850
13250
18100
18100
0

PROJECT STATUS
LAND STATUS
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE
Publicly Owned Land
Construction Completed
99
05/2013

LAST UPDATE: 04/29/2018

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	PARKS DEPT / M-NCPPC
EC071026	SUITLAND PARK		

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Seven Suitland, District Heights & Vicinity Lacy Avenue		Continued New Construction Park Development

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 17	EST FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	1	0	0	1	0	0	0	0	0	1	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1	0	0	1	0	0	0	0	0	1	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1999
YEAR FIRST IN CAPITAL BUDGET	FY 1999
CURRENT AUTH. THRU	FY 18 200
CUMULATIVE APPROP. THRU	FY 18 200
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	1
TOTAL FUNDS RECEIVED	1
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	1

FUNDING SCHEDULE (000,S)										
	1	1	0	0	0	0	0	0	0	0
OTHER										
TOTAL	1	1	0	0	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

LAST UPDATE: 05/11/2018

DESCRIPTION AND JUSTIFICATION	
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DESCRIPTION: Delete Project. In FY19, the remaining balance of \$200,000 was transferred out of this project. \$164,000 of that went to Park Berkshire Park (EC071279).

Suitland Park covers 0.70 acres and is located adjacent to ShadySide Elementary School in Suitland Manor. The site is currently being leased by a local organization for urban agricultural purposes.

JUSTIFICATION: The existing park site is undeveloped and lies within a designated Revitalization Area, and was recognized as having great potential by the Park/School Task Force. The park will have various site amenities to serve the school and nearby residential areas.

# THE PRINCE GEORGE'S COUNTY FY 2004-20 ROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC080846	TEMPLE HILLS COMMUNITY CENTER	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Eight Henson Creek Temple Hill Road		Continued Non Construction Park Development

OPERATING IMPACT (000,S)	
DEBT SERVICE	52
MAINTENANCE COSTS	2
OPERATING COSTS	0
TOTAL	54
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 02	EST. FY 03	TOTAL 6 YRS	BUD YR FY 04	FY 05	FY 06	FY 07	FY 08	FY 09	BEYOND 6 YRS
PLANS	25	25	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	680	680	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	705	705	0	0	0	0	0	0	0	0	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1989
YEAR FIRST IN CAPITAL BUDGET	FY 1989
CURRENT AUTH. THRU	FY 03 705
CUMULATIVE APPROP. THRU	FY 03 705
APPROPRIATION REQUESTED	0
BONDS SOLD	580
OTHER FUNDS	125
TOTAL FUNDS RECEIVED	705
EXPENDITURES & ENCUMBRANCES	705
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,S)									
MNCPPC	580	0	0	0	0	0	0	0	0
OTHER	125	0	0	0	0	0	0	0	0
TOTAL	705	0	0	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	10
ESTIMATED COMPLETION DATE	12/2002

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION: Delete.	
JUSTIFICATION: Project complete.	

LAST UPDATE: 04/19/2018

**THE PRINCE GEORGE'S COUNTY FY 2014-2015 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC080988	TUCKER ROAD ATHLETIC COMPLEX	PARKS DEPT / M-NCPPC	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Eight Henson Creek Tucker Road & Ferguson Lane	STATUS CLASS FUNCTION	Revised Addition Park Development
DEBT SERVICE MAINTENANCE COSTS OPERATING COSTS TOTAL COST SAVINGS			12 0 0 12 0

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 1998		
YEAR FIRST IN CAPITAL BUDGET	FY 1998		
CURRENT AUTH. THRU	FY 13 373		
CUMULATIVE APPROP. THRU	FY 13 373		
APPROPRIATION REQUESTED			0
BONDS SOLD			131
OTHER FUNDS			97
TOTAL FUNDS RECEIVED			228
EXPENDITURES & ENCUMBRANCES			228
UNENCUMBERED BALANCE			0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	90
ESTIMATED COMPLETION DATE	12/2012

LAST UPDATE: 04/23/2014

CIP ID NO.	PROJECT NAME	AGENCY
EC080988	TUCKER ROAD ATHLETIC COMPLEX	PARKS DEPT / M-NCPPC
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Eight Henson Creek Tucker Road & Ferguson Lane	STATUS CLASS FUNCTION
Revised Addition Park Development		

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 12	EST. FY 13	TOTAL 6 YRS	BUD YR FY 14	FY 15	FY 16	FY 17	FY 18	FY 19
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	228	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	228	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
MNCPPC	131	0	0	0	0	0	0	0	0
OTHER	97	0	0	0	0	0	0	0	0
TOTAL	228	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION									
DESCRIPTION: Delete - project complete. In FY15, \$43,662 Bond funding changed to PAYGO to accommodate future bond sale.									
JUSTIFICATION: Delete.									

**THE PRINCE GEORGE'S COUNTY FY 2010-2011 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC031054	WOODLAWN NEIGHBORHOOD RECREATION CENTER	PARKS DEPT / M-NCPPC	
COUNCIL DIST PLANNING AREA ADDRESS			
Three Delaware Hgts. - Bladensburg & Vicinity 6016 Greenvalle Parkway			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION			
Continued Rehabilitation Park Development			
DEBT SERVICE			0
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			0
COST SAVINGS			0

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP		FY 2000	
YEAR FIRST IN CAPITAL BUDGET		FY 2006	
CURRENT AUTH. THRU		FY 09 180	
CUMULATIVE APPROP. THRU		FY 09 180	
APPROPRIATION REQUESTED			
			0
BONDS SOLD			
			0
OTHER FUNDS			
			180
TOTAL FUNDS RECEIVED			
			180
EXPENDITURES & ENCUMBRANCES			
			180
UNENCUMBERED BALANCE			
			0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	99
ESTIMATED COMPLETION DATE	12/2008

LAST UPDATE: 04/19/2018

CIP ID NO.	PROJECT NAME	AGENCY
EC031054	WOODLAWN NEIGHBORHOOD RECREATION CENTER	PARKS DEPT / M-NCPPC
COUNCIL DIST PLANNING AREA ADDRESS		
Three Delaware Hgts. - Bladensburg & Vicinity 6016 Greenvalle Parkway		
LOCATION AND CLASSIFICATION		
STATUS CLASS FUNCTION		
Continued Rehabilitation Park Development		

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 08	EST. FY 09	TOTAL 8 YRS	BUD YR FY 10	FY 11	FY 12	FY 13	FY 14	FY 15
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	180	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	180	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
OTHER	180	0	0	0	0	0	0	0	0
TOTAL	180	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION: Delete. Project complete.	
JUSTIFICATION: Delete. Project complete.	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. EC000929	PROJECT NAME ANACOSTIA TRIBUTARIES TRAIL SYSTEM	AGENCY PARKS DEPT / M-NCPPC
COUNCIL DIST PLANNING AREA ADDRESS Five Defense Hgts. - Bladensburg & Vicinity Ager Road	LOCATION AND CLASSIFICATION STATUS CLASS FUNCTION Continued New Construction Park Development	

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	5500	5420	80	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	5500	5420	80	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
STATE	1991	1991	0	0	0	0	0	0	0
DEV	230	230	0	0	0	0	0	0	0
OTHER	3279	3279	0	0	0	0	0	0	0
TOTAL	5500	5500	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION

DESCRIPTION: The Anacostia Riverwalk Trail Kentilworth Section is the last trail segment to be built along the Anacostia River to connect Prince George's County to DC. It is 4 miles in length of which 0.4 miles is in Prince George's County. The Maryland Department of Transportation (MDOT) funded construction of the trail in Maryland and provided funding for M-NCPPC to hire the construction management contractor. In FY19, \$80,000 prior PAYGO funding was added to this project to cover outstanding expenditures.

JUSTIFICATION: The completion of the Anacostia Riverwalk Trail was a key segment in completion of the interconnected network of dedicated trails for pedestrians and bicyclists in the Washington Metropolitan region. This collaborative effort involved DC Department of Transportation (DDOT), the National Park Service, MDOT and M-NCPPC. The US DOT, MDOT and DDOT provided all \$26 million to design and construct the trail. M-NCPPC administered the construction management contract and will maintain the Maryland portion of the trail.

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1994
YEAR FIRST IN CAPITAL BUDGET	FY 1994
CURRENT AUTH. THRU	FY 10 4881
CUMULATIVE APPROP. THRU	FY 18 5500
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	5500
TOTAL FUNDS RECEIVED	5500
EXPENDITURES & ENCUMBRANCES	5500
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Construction Completed
PERCENT COMPLETED	100
ESTIMATED COMPLETION DATE	06/2017

LAST UPDATE: 05/11/2018

# THE PRINCE GEORGE'S COUNTY FY 2018-19 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC051413	BIRCHWOOD CITY PARK BUILDING	PARKS DEPT / M-NCPPC	
COUNCIL DIST PLANNING AREA ADDRESS			
Eight Henson Creek 1331 Fenwood Avenue			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION			
Continued Addition Park Development			
DEBT SERVICE			11
MAINTENANCE COSTS			3
OPERATING COSTS			0
TOTAL			14
COST SAVINGS			0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1986
YEAR FIRST IN CAPITAL BUDGET	FY 1986
CURRENT AUTH. THRU	FY 17 750
CUMULATIVE APPROP. THRU	FY 17 750
APPROPRIATION REQUESTED	0
BONDS SOLD	120
OTHER FUNDS	499
TOTAL FUNDS RECEIVED	619
EXPENDITURES & ENCUMBRANCES	619
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Construction Completed
PERCENT COMPLETED	100
ESTIMATED COMPLETION DATE	06/2017

LAST UPDATE: 04/19/2018

CIP ID NO.	PROJECT NAME	AGENCY
EC051413	BIRCHWOOD CITY PARK BUILDING	PARKS DEPT / M-NCPPC
COUNCIL DIST PLANNING AREA ADDRESS		
Eight Henson Creek 1331 Fenwood Avenue		
LOCATION AND CLASSIFICATION		
STATUS CLASS FUNCTION		
Continued Addition Park Development		

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	619	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	619	0	0	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
MNCPPC	120	0	0	0	0	0	0	0	0
OTHER	499	0	0	0	0	0	0	0	0
TOTAL	619	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION
<p><b>DESCRIPTION:</b> Delete. In FY18, remaining balance transferred to fund aquatic projects. This park development area contains 46 acres and is located off Citsfield Drive east of Livingston Road inside the Capital Beltway. Existing facilities include a park building, two lighted tennis courts, baseball field with lighted football/soccer overlay, play equipment, trail and parking. Phase 1 shelter, basketball court, fitness stations and tennis court renovation is complete. FY10 funding is for Phase 2 school-age/teen playground, and parking lot expansion. In FY15, a previously approved \$15,000 grant that did not materialize was removed.</p> <p><b>JUSTIFICATION:</b> According to the PROS Plan, this area is in the moderate need range for outdoor facilities. Heavy use has increased the demand for parking and other amenities.</p>

# THE PRINCE GEORGE'S COUNTY FY 2019-20 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC021984	NORTHERN GATEWAY PARK IMPROVEMENTS	PARKS DEPT / M-NCPPC	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Two Hyattsville and Vicinity 5002 38th Avenue, Hyattsville	STATUS CLASS FUNCTION	Original Rehabilitation Park Development
DEBT SERVICE			0
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			0
COST SAVINGS			0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2019
YEAR FIRST IN CAPITAL BUDGET	FY 2019
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	50
BONDS SOLD	0
OTHER FUNDS	50
TOTAL FUNDS RECEIVED	50
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	50

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	03/2019

LAST UPDATE: 04/29/2018

CIP ID NO.	PROJECT NAME	AGENCY
EC021984	NORTHERN GATEWAY PARK IMPROVEMENTS	PARKS DEPT / M-NCPPC
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Two Hyattsville and Vicinity 5002 38th Avenue, Hyattsville	STATUS CLASS FUNCTION
Original Rehabilitation Park Development		

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	50	0	50	50	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	50	0	50	50	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
OTHER	50	0	0	0	0	0	0	0	0
TOTAL	50	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION									
DESCRIPTION: : This project provides funding for developing a "Tool Kit" for placing-making at selected neighborhood parks. The Tool Kit could include a variety of recommendations as ways to incorporate features to achieve unique cultural expressions in the parks.									
JUSTIFICATION: There is a need to incorporate a wider range of features in parks that reflect demographic changes in the county. Funding is to secure consulting assistance to develop the referenced "Tool Kit."									

# THE PRINCE GEORGE'S COUNTY FY 2019-20 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC031856	PAINT BRANCH SVP - COLLEGE PARK WOODS TRAIL	PARKS DEPT / M-NCPPC	
COUNCIL DIST PLANNING AREA ADDRESS			
Three College Park, Berwyn Heights & Vicinity College Park, Maryland			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION			
Continued New Construction Park Development			
DEBT SERVICE			69
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			69
COST SAVINGS			0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2018
YEAR FIRST IN CAPITAL BUDGET	FY 2018
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 1750
APPROPRIATION REQUESTED	271
BONDS SOLD	771
OTHER FUNDS	1250
TOTAL FUNDS RECEIVED	2021
EXPENDITURES & ENCUMBRANCES	955
UNENCUMBERED BALANCE	1066

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	90
ESTIMATED COMPLETION DATE	06/2019

LAST UPDATE: 04/19/2018

CIP ID NO.	PROJECT NAME	AGENCY
EC031856	PAINT BRANCH SVP - COLLEGE PARK WOODS TRAIL	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Three College Park, Berwyn Heights & Vicinity College Park, Maryland		Continued New Construction Park Development

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	2021	795	1066	1066	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	2021	795	1066	1066	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
STATE	1250	0	1250	0	0	0	0	0	0
MNCPPC	771	771	0	0	0	0	0	0	0
TOTAL	2021	771	1250	0	0	0	0	0	0

## DESCRIPTION AND JUSTIFICATION

**DESCRIPTION:** A new paved, 1/2 mile multiuse trail between College Park Woods Subdivision and the existing Paint Branch Trail. During the 2017 Legislative Session a \$50,000 Bond Bill was added to this project. In FY19, \$271,100 was transferred into this project from Paint Branch Hiker Biker Trail (EC031261).

**JUSTIFICATION:** College Park Woods is a residential community in College Park where pedestrian connectivity along Melzeroll Road and University Boulevard to the parks and trails is non-existent. The spur trail will provide direct and safe access to the Paint Branch Trail for residents of College Park Woods and users of the University of Maryland facilities. This link will allow trail users to connect to DC in one direction and outside the Beltway almost to Laurel in the opposite direction.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC071279	PARK BERKSHIRE PARK	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Continued Rehabilitation Park Development
Seven Suitland, District Heights & Vicinity 6101 Surrey Sq. Ln			

OPERATING IMPACT (000,\$)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS

EXPENDITURE SCHEDULE (000,\$)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 5 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 5 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	937	438	164	335	0	0	0	0	0	335	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	937	438	164	335	0	0	0	0	0	335	0

APPROPRIATION DATA (000,\$)
YEAR FIRST IN CIP
YEAR FIRST IN CAPITAL BUDGET
CURRENT AUTH. THRU
CUMULATIVE APPROP. THRU
FY 2012
FY 2012
FY 18 0
FY 18 937

FUNDING SCHEDULE (000,\$)										
STATE	450	450	0	0	0	0	0	0	0	0
OTHER	487	323	164	0	0	0	0	0	0	0
TOTAL	937	773	164	0	0	0	0	0	0	0

PROJECT STATUS
LAND STATUS
PROJECT STATUS
PERCENT COMPLETED
ESTIMATED COMPLETION DATE
Publicly Owned Land
Design Not Begun
0
06/2024

LAST UPDATE: 05/11/2018

DESCRIPTION AND JUSTIFICATION
DESCRIPTION: Park Berkshire Park is a 10-acre site with a picnic area, play areas, tennis and basketball courts, and softball and football/soccer fields. Parking lot and athletic field lights were installed in 2013. In FY19, \$164,000 in prior PAYGO was transferred into this project from Suitland Park (EC071026).
JUSTIFICATION: There has been a marked increase in the use of athletic fields in this location. Athletic field lights provide additional practice and game time, and parking lot lighting increases the safety of this recreation facility. The concession/restroom building will allow for better services to the park patrons.

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC000352	PLAYGROUND EQUIPMENT REPLACEMENT	PARKS DEPT / M-NCPPC	
COUNCIL DIST PLANNING AREA ADDRESS			
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS			
STATUS CLASS FUNCTION			
Revised Replacement Park Development			
DEBT SERVICE			1013
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			1013
COST SAVINGS			0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1979
YEAR FIRST IN CAPITAL BUDGET	FY 1979
CURRENT AUTH. THRU	FY 18 16000
CUMULATIVE APPROP. THRU	FY 18 25000
APPROPRIATION REQUESTED	0
BONDS SOLD	11255
OTHER FUNDS	11432
TOTAL FUNDS RECEIVED	22687
EXPENDITURES & ENCUMBRANCES	22687
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

LAST UPDATE: 04/28/2018

CIP ID NO.	PROJECT NAME	AGENCY
EC000352	PLAYGROUND EQUIPMENT REPLACEMENT	PARKS DEPT / M-NCPPC
COUNCIL DIST PLANNING AREA ADDRESS		
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS		
STATUS CLASS FUNCTION		
Revised Replacement Park Development		

EXPENDITURE SCHEDULE (000,S)									
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	BEYOND 8 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	34187	19171	3516	11500	1500	2000	2000	2000	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	34187	19171	3516	11500	1500	2000	2000	2000	0

FUNDING SCHEDULE (000,S)									
	STATE	300	0	0	0	0	0	0	0
MNCPPC	11255	11250	5	0	0	0	0	0	0
OTHER	22632	10680	452	11500	1500	2000	2000	2000	0
TOTAL	34187	22230	457	11500	1500	2000	2000	2000	0

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: This fund covers the cost of installing play equipment in parks where the need exists for either replacement or new equipment. This project will provide play equipment at various locations as needed. In FY19, \$5k of Bonds and \$27k of PAYGO was added to this project through the reallocation process.</p> <p>JUSTIFICATION: Playground equipment provides a much needed recreational activity for youngsters. Equipment replacement is also necessary to meet safety and Americans With Disabilities Act requirements.</p>	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC001272	RECREATION FACILITY PLANNING	PARKS DEPT / MNCPPC

OPERATING IMPACT (000,S)	
DEBT SERVICE	272
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	272
COST SAVINGS	0

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Continued New Construction Park Development

			EXPENDITURE SCHEDULE (000,S)									
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS	
PLANS	0	0	0	0	0	0	0	0	0	0	0	
LAND	0	0	0	0	0	0	0	0	0	0	0	
CONST	6772	1432	499	4841	974	500	500	867	1000	1000	0	
EQUIP	0	0	0	0	0	0	0	0	0	0	0	
OTHER	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	6772	1432	499	4841	974	500	500	867	1000	1000	0	

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 2012		
YEAR FIRST IN CAPITAL BUDGET	FY 2012		
CURRENT AUTH. THRU	FY 18	2406	
CUMULATIVE APPROP. THRU	FY 18	6722	
APPROPRIATION REQUESTED		0	
BONDS SOLD		3022	
OTHER FUNDS		1750	
TOTAL FUNDS RECEIVED		4772	
EXPENDITURES & ENCUMBRANCES		1931	
UNENCUMBERED BALANCE		2841	

FUNDING SCHEDULE (000,S)									
MNCPPC	3022	0	0	0	0	0	0	0	0
OTHER	3750	0	2000	0	0	0	0	1000	0
TOTAL	6772	0	2000	0	0	0	0	1000	0

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

DESCRIPTION AND JUSTIFICATION	
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DESCRIPTION: Funding to develop comprehensive facility plans and feasibility studies. Specific studies requested: 1) Feasibility assessments of community centers (College Park, Good Luck, Deerfield, Glassmanor, Marlow Heights, Hillcrest Heights, Rollingcrest, Bladensburg, Prince George's Plaza, Cedar Heights, Harmony Hall, South Bowie and Glendale; 2) Performance Arts venues (Westphalia and Sullyland); 3) New recreational buildings (Walker Mill Middle School and Central Avenue Corridor); and 4) Paluxent River Park master plan. In FY19, \$791,000 prior Bonds and \$200,000 prior PAYGO were added to this project from the Community Center Renovation (EC001017) and Community Center Expansion (EC001144).

JUSTIFICATION: County has a mature park and recreation system with many facilities beyond or nearing infrastructure life-cycle. As such, assessing current facility conditions, use trends, and programmatic needs is necessary before allocating funds for renovation and/or expansion to ensure such investments support a sustainable and well-planned park and recreation system.

LAST UPDATE: 05/11/2018

# THE PRINCE GEORGE'S COUNTY FY 2016-2017 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC081278	RIVERVIEW PARK	PARKS DEPT / M-NCPPC	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Eight South Potomac 10601 Riverview Rd	STATUS CLASS FUNCTION	Continued Addition Park Development
DEBT SERVICE			0
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			0
COST SAVINGS			0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2012
YEAR FIRST IN CAPITAL BUDGET	FY 2012
CURRENT AUTH. THRU	FY 15 40
CUMULATIVE APPROP. THRU	FY 15 41
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	41
TOTAL FUNDS RECEIVED	41
EXPENDITURES & ENCUMBRANCES	41
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Construction Completed
PERCENT COMPLETED	100
ESTIMATED COMPLETION DATE	11/2013

LAST UPDATE: 04/19/2018

EXPENDITURE SCHEDULE (000,S)	
TOTAL	0
PLANS	0
LAND	0
CONST	41
EQUIP	0
OTHER	0
TOTAL	41

FUNDING SCHEDULE (000,S)	
STATE	20
OTHER	21
TOTAL	41

EXPENDITURE SCHEDULE (000,S)	
TOTAL	0
PLANS	0
LAND	0
CONST	41
EQUIP	0
OTHER	0
TOTAL	41

EXPENDITURE SCHEDULE (000,S)	
TOTAL	0
PLANS	0
LAND	0
CONST	41
EQUIP	0
OTHER	0
TOTAL	41

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION: Delete. Project completed.	
JUSTIFICATION: The community asked the General Assembly for a State Bond Bill to address needs in Fort Washington area parks. Approved in FY10, the Bond Bill provided \$20,000 for site improvements. The Commission transferred a match of \$20,000 into this project from Undesignated Acq and Dev (Fee-In-Lieu) (EB0000321).	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC041196	SANDY HILL PARK	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Four Bowle Vicinity 9306 Old Laurel Bowle Road	Continued Addition Park Development	

OPERATING IMPACT (000,S)	
DEBT SERVICE	41
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	41
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 9 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	3156	284	2872	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	3156	284	2872	0	0	0	0	0	0	0	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2008
YEAR FIRST IN CAPITAL BUDGET	FY 2009
CURRENT AUTH. THRU	FY 18 600
CUMULATIVE APPROP. THRU	FY 18 3156
APPROPRIATION REQUESTED	0
BONDS SOLD	460
OTHER FUNDS	2696
TOTAL FUNDS RECEIVED	3156
EXPENDITURES & ENCUMBRANCES	3156
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,S)									
	DEV	1963	0	0	0	0	0	0	0
MNCPPC	460	300	160	0	0	0	0	0	0
OTHER	733	300	433	0	0	0	0	0	0
TOTAL	3156	2563	593	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Complete
PERCENT COMPLETED	20
ESTIMATED COMPLETION DATE	06/2018

DESCRIPTION AND JUSTIFICATION

DESCRIPTION: Sandy Hill Park is being re-configured to include 2 soccer fields, a ball field, lighting and irrigation, picnic shelter, playground, loop trail and parking. In FY19, 383,000 in prior PAYGO and \$160,000 in prior Bonds were transferred to this project from Daisy Lane Park (EC061239) and Dorsey Chapel Historic Site (EC041177).

JUSTIFICATION: Due to the impending loss of soccer fields at a future school site, the Bowle Recreation Council has asked for more ball fields, especially soccer fields, to be built in the Bowle area. This site has the available space and is in an area which exhibits a moderate need for recreation facilities, according to the current LPPPP.

LAST UPDATE: 05/11/2018

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC091170	SOUTHERN AREA AQUATIC & REC COMPLEX	PARKS DEPT / M-NCPPC
OPERATING IMPACT (000,\$)		
DEBT SERVICE		3356
MAINTENANCE COSTS		0
OPERATING COSTS		0
TOTAL		3356
COST SAVINGS		0

COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS
PLANNING AREA	Nine	Continued
ADDRESS	Tippett & Vicinity	New Construction
	13500 Missouri Avenue	Park Development

APPROPRIATION DATA (000,\$)	
YEAR FIRST IN CIP	FY 2000
YEAR FIRST IN CAPITAL BUDGET	FY 2000
CURRENT AUTH. THRU	FY 18 11500
CUMULATIVE APPROP. THRU	FY 18 43035
APPROPRIATION REQUESTED	100
BONDS SOLD	
OTHER FUNDS	37205
TOTAL FUNDS RECEIVED	5850
EXPENDITURES & ENCUMBRANCES	43135
UNENCUMBERED BALANCE	39531
	3504

EXPENDITURE SCHEDULE (000,\$)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS		0	0	0	0	0	0	0	0	0	0
LAND		0	0	0	0	0	0	0	0	0	0
CONST	43135	39531	0	3604	3604	0	0	0	0	0	0
EQUIP		0	0	0	0	0	0	0	0	0	0
OTHER		0	0	0	0	0	0	0	0	0	0
TOTAL	43135	39531	0	3604	3604	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	50
ESTIMATED COMPLETION DATE	12/2018

FUNDING SCHEDULE (000,\$)										
DEV	5000	4000	1000	0	0	0	0	0	0	0
MNCPPC	37285	37285	0	0	0	0	0	0	0	0
OTHER	850	850	0	0	0	0	0	0	0	0
TOTAL	43135	42135	1000	0	0	0	0	0	0	0

LAST UPDATE: 05/14/2018

DESCRIPTION AND JUSTIFICATION
<p><b>DESCRIPTION:</b> The Southern Area Aquatic &amp; Recreation Complex (SAARC) project involves the design and construction of a new multi-generational recreation facility on Missouri Ave (Brandywine Area Park) in the Brandywine area. Project amenities include an indoor aquatics component, as well as gymnasium, fitness and multi-use spaces. In FY19, \$100K was transferred to this project from Arts in Public Spaces (EC001095) to provide additional funding for artwork.</p> <p><b>JUSTIFICATION:</b> Residents of South County have requested an indoor aquatic/recreation facility for their area, which falls into the "high need" category for recreational facilities. The development of this complex will meet their recreational needs and address the heavy demand for competitive swimming. Formula 2040 recommended a new multi-gen center to service the recreation needs identified in Service Area 9.</p>

THE PRINCE GEORGE'S COUNTY FY 2019-2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC046370	WALKER MILL REGIONAL PARK	PARKS DEPT / M-NCPPC

OPERATING IMPACT (000,S)	
DEBT SERVICE	418
MAINTENANCE COSTS	5
OPERATING COSTS	0
TOTAL	423
COST SAVINGS	0

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Continued Addition Park Development
Sk Suitland, District Heights & Vicinity 8840 Walker Mill Road			

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	9564	9030	534	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	9564	9030	534	0	0	0	0	0	0	0	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 1979
YEAR FIRST IN CAPITAL BUDGET	FY 1979
CURRENT AUTH. THRU	FY 18 17190
CUMULATIVE APPROF. THRU	FY 18 17290
APPROPRIATION REQUESTED	0
BONDS SOLD	4642
OTHER FUNDS	4922
TOTAL FUNDS RECEIVED	9564
EXPENDITURES & ENCUMBRANCES	9564
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,S)									
STATE	2485	2485	0	0	0	0	0	0	0
MNCPPC	4642	4642	0	0	0	0	0	0	0
OTHER	2437	2263	174	0	0	0	0	0	0
TOTAL	9564	9390	174	0	0	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Slago
PERCENT COMPLETED	80
ESTIMATED COMPLETION DATE	06/2024

LAST UPDATE: 04/28/2018

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION:	This regional park is located on both sides of Walker Mill Road in the Central Area. Existing are two softball fields, one baseball field, a synthetic turf football/soccer field, parking areas, Imagination Playground, a large group picnic shelter, trails, two tennis courts, basketball courts and skate park. In FY19, Bond funding was increased by \$2K, State/Grant funding was increased by \$10K, and PAYGO funding was increased by \$174K.
JUSTIFICATION:	This area ranks 16th in need for additional outdoor facilities, according to the LPPRP. These are ongoing improvements to the regional park. FY 2006 funding (\$1 million) was from a State bond bill approved in the 2005 Legislative Session.

**DESCRIPTION:** Glassmanor Community Center is located on a 31.4 acre site on Marcy Avenue off Livingston Road. In FY19, \$3,861,369 Bond funding was transferred to Southern Regional Tech/Rec Aquatic Facility (EC081214) and \$1,124,631 Bond funding was transferred to Tucker Road Ice Skating Center (EC081884). The remaining funding of \$500,000 will be used to complete a feasibility study on a proposed renovation and expansion of the community center, developing an initial project scope, schedule, and cost estimate.

**JUSTIFICATION:** This older community center is heavily used and needs code renovation work as well as expansion to accommodate existing and proposed programs.

1

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. EC081238	PROJECT NAME HARMONY HALL COMMUNITY CENTER	AGENCY PARKS DEPT / M-NCPPC
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COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Continued Addition Park Development
Eight South Potomac 10701 Livingston Road			

EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	520	0	0	500	0	500	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	520	0	0	500	0	500	0	0	0	0

FUNDING SCHEDULE (000,S)										
OTHER	520	0	0	0	0	0	0	0	0	0
TOTAL	520	0	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION	
<p><b>DESCRIPTION:</b> Harmony Hall Community Center is attached to Harmony Hall Regional Arts Center and the Southern Area Offices. In FY19, \$946,000 Bond and \$134,000 PAYGO funding was transferred to Tucker Road Ice Skating Center (EC081884). The remaining funding of \$500,000 will be used to complete a feasibility study on a proposed renovation and expansion of the community center, developing an initial project scope, schedule, and cost estimate.</p> <p><b>JUSTIFICATION:</b> The Community Center Needs Assessment study recommended code compliance upgrades and expansion of the exercise room, meeting room and office space.</p>	

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2009
YEAR FIRST IN CAPITAL BUDGET	FY 2009
CURRENT AUTH. THRU	FY 18 1600
CUMULATIVE APPROP. THRU	FY 18 2100

APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	520
TOTAL FUNDS RECEIVED	520
EXPENDITURES & ENCUMBRANCES	20
UNENCUMBERED BALANCE	500

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	1
ESTIMATED COMPLETION DATE	06/2021

LAST UPDATE: 05/18/2018

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC081187	POTOMAC LANDING COMMUNITY CENTER	PARKS DEPT / M-NCPPC	
COUNCIL DIST PLANNING AREA ADDRESS			
Eight South Potomac 12500 Ft Washington Road			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION			
Continued Rehabilitation Park Development			
DEBT SERVICE			3
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			3
COST SAVINGS			0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2007
YEAR FIRST IN CAPITAL BUDGET	FY 2007
CURRENT AUTH. THRU	FY 18 4547
CUMULATIVE APPROP. THRU	FY 18 1600
APPROPRIATION REQUESTED	0
BONDS SOLD	38
OTHER FUNDS	697
TOTAL FUNDS RECEIVED	735
EXPENDITURES & ENCUMBRANCES	235
UNENCUMBERED BALANCE	500

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	15
ESTIMATED COMPLETION DATE	10/2019

LAST UPDATE: 05/18/2018

CIP ID NO.	PROJECT NAME	AGENCY
EC081187	POTOMAC LANDING COMMUNITY CENTER	PARKS DEPT / M-NCPPC
COUNCIL DIST PLANNING AREA ADDRESS		
Eight South Potomac 12500 Ft Washington Road		
LOCATION AND CLASSIFICATION		
STATUS CLASS FUNCTION		
Continued Rehabilitation Park Development		

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 17	EST. FY 18	TOTAL 5 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 5 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	735	235	0	500	0	0	500	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	735	235	0	500	0	0	500	0	0	0	0

FUNDING SCHEDULE (000,S)										
STATE	330	0	0	0	0	0	0	0	0	0
MNCPPC	30	0	0	0	0	0	0	0	0	0
OTHER	367	0	0	0	0	0	0	0	0	0
TOTAL	735	0	0	0	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION
<p><b>DESCRIPTION:</b> This 4,000 square foot facility is attached to Potomac Landing Elementary School, which is located in Fort Washington. In FY19, \$912,000 was transferred to Tucker Road Ice Skating Center (EC081884). The remaining funding of \$500,000 will be used to complete a feasibility study on a proposed renovation and expansion of the community center, developing an initial project scope, schedule, and cost estimate.</p> <p><b>JUSTIFICATION:</b> The project involves code compliance renovations to the community center.</p>

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC081214	SOUTHERN REGIONAL TECH/REC- AQUATIC FACILITY	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Eight Hanson Creek 7007 Bock Road, Ft. Washington		Continued New Construction Park Development

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	15544	2226	11489	11489	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	15544	2226	11489	11489	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
STATE	100	100	0	0	0	0	0	0	0
MNCPPC	14733	12983	1750	0	0	0	0	0	0
OTHER	711	711	0	0	0	0	0	0	0
TOTAL	15544	13794	1750	0	0	0	0	0	0

DEBT SERVICE	
MAINTENANCE COSTS	1326
OPERATING COSTS	0
TOTAL	1326
COST SAVINGS	
	0

OPERATING IMPACT (000,S)	
DEBT SERVICE	1326
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	1326
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2014
YEAR FIRST IN CAPITAL BUDGET	FY 2014
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 11683
APPROPRIATION REQUESTED	3861
BONDS SOLD	14733
OTHER FUNDS	811
TOTAL FUNDS RECEIVED	15544
EXPENDITURES & ENCUMBRANCES	4055
UNENCUMBERED BALANCE	11489

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Stage
PERCENT COMPLETED	50
ESTIMATED COMPLETION DATE	12/2018

LAST UPDATE: 05/10/2019

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION:	This project involves the design and construction of an indoor pool addition to the newly completed Southern Regional Tech/Rec Complex (EC081214). In FY19, \$3,861,369 Bond funding was transferred to this project.
JUSTIFICATION:	Residents of the southeastern area of the County have requested an aquatic facility to be centrally located to serve several communities in the greater Fort Washington area.

# FY 2019 – 2024 CHANGES TO THE PROPOSED CIP

Changes to Proposed FY 2019 - FY 2024 CIP	
PROJECT	Explanation of Adjustment
Countywide Local Park Acquisition	Increase FY19 POS funding from \$1.5M to \$2.846M
Regional/Stream Valley Park Acquisition	Increase FY19 POS funding from \$1.5M to \$2.846M
Central Avenue Trail Connector	Increase FY19 Grant funding from \$0 to \$640,000 Increase FY19 PAYGO funding from \$100,000 to \$260,000
Southern Area Dog Park	Increase FY19 Bond funding from \$0 to \$250,000 Increase FY19 PAYGO funding from \$0 to \$75,000
National Harbor - Potomac Public Safety Building	<b>New Project</b> - Add FY19 Dev/Other funding of \$5M
Herbert Wells Ice Skating Center	Increase FY19 PAYGO funding from \$400,000 to \$500,000
Herbert Wells Ice Skating Center	Decrease FY20 PAYGO funding from \$2M to \$0; Decrease FY21 PAYGO funding from \$2 M to \$0; future funding will be sought upon completion of a feasibility study.
Trail Development Fund	Increase FY20 Other funding from \$1.5M to \$1.75M; Increase FY21 Other funding from \$1M to \$1.25M
Rollingcrest-Chillum Community Center	Revised justification to expand facility up to 10,000 sq. ft.
Langley Park Community Center-Trail/Park Lighting	Move \$500k of construction costs from FY23 to FY20
Tucker Road Ice Skating Center	Increase FY19 POS funding from \$0 to \$3 M to offset lower than anticipated insurance claim; Increase FY19 PAYGO funding from \$0 to \$3.699M
Surratt House Historic Site	<b>New Project</b> - Add FY20 PAYGO funding of \$100K

THE PRINCE GEORGE'S COUNTY FY 2019-2021 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EB000400	COUNTYWIDE LOCAL PARK ACQUISITION	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Revised Land Acquisition Park Acquisition
	Multi-District Not Applicable County-wide		

OPERATING IMPACT (000,S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS
730
0
0
730
0

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	22839	0	7520	1000	1000	1000	1000	1000	0
CONST	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	22839	0	7520	1000	1000	1000	1000	1000	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2006
YEAR FIRST IN CAPITAL BUDGET	FY 2006
CURRENT AUTH. THRU	FY 18 15584
CUMULATIVE APPROP. THRU	FY 18 31921
APPROPRIATION REQUESTED	0
BONDS SOLD	2114
OTHER FUNDS	12879
TOTAL FUNDS RECEIVED	14993
EXPENDITURES & ENCUMBRANCES	10319
UNENCUMBERED BALANCE	4674

FUNDING SCHEDULE (000,S)									
STATE	14557	10394	2317	1846	0	0	0	0	0
MNCPPC	8114	2114	0	6000	1000	1000	1000	1000	0
OTHER	168	168	0	0	0	0	0	0	0
TOTAL	22839	12676	2317	7846	1000	1000	1000	1000	0

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2025

DESCRIPTION AND JUSTIFICATION

DESCRIPTION: This project provides funds to acquire land for parks. In FY19, POS funding increases by \$346K to reflect Governor's actual budget, appropriation.

JUSTIFICATION: The demand for land for private development is extremely high in Prince George's County. Combining acquisition funding for countywide acquisition of parkland provides greater flexibility within the Commission's land acquisition program. It allows the Department to take immediate action to acquire desirable tracts when land comes on the market no matter where it is located in the County.

LAST UPDATE: 04/22/2018

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EB000401	REGIONAL/STREAM VALLEY PARK ACQ	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Revised Land Acquisition Park Acquisition

DEBT SERVICE	1186
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	1186
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24 BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	49410	29463	45	14902	1000	1000	1000	1000	1000
CONST	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	49410	29463	45	14902	1000	1000	1000	1000	1000

APPROPRIATION DATA (000,S)				
YEAR FIRST IN CIP	FY 2006			
YEAR FIRST IN CAPITAL BUDGET	FY 2006			
CURRENT AUTH. THRU	FY 18	29613		
CUMULATIVE APPROP. THRU	FY 18	44210		
APPROPRIATION REQUESTED		200		
BONDS SOLD		7179		
OTHER FUNDS		34385		
TOTAL FUNDS RECEIVED		41564		
EXPENDITURES & ENCUMBRANCES		29508		
UNENCUMBERED BALANCE		12056		

FUNDING SCHEDULE (000,S)		PROJECT STATUS	
STATE	32710	28548	2316
MNCPPC	13179	7179	0
OTHER	3521	3521	0
TOTAL	49410	39248	2316

LAND STATUS	Location Not Determined
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2025

LAST UPDATE: 04/22/2018

DESCRIPTION AND JUSTIFICATION
<p><b>DESCRIPTION:</b> This project provides funds to acquire stream valley parkland and to expand existing regional parks. Acquisition of this type of parkland serves the whole County. In FY19, POS funding increases by \$346K to reflect Governor's actual budget. appropriation.</p> <p><b>JUSTIFICATION:</b> Combining available funding (Program Open Space, bond, developer contributions, and grants) under the category of "Regional/Stream Valley Park Acq" provides us more flexibility to respond to opportunities to purchase the needed parkland no matter where it is located in the Region.</p>

**THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

CIP ID NO.	PROJECT NAME	AGENCY
EC061300	CENTRAL AVENUE TRAIL CONNECTOR	PARKS DEPT / M-NORPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Revised New Construction Park Development
Six Largo-Lottsford Central Avenue			

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	1250	0	1250	800	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	1250	0	1250	800	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
OTHER	1250	0	350	900	0	0	0	0	0
TOTAL	1250	0	350	900	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION	
<p><b>DESCRIPTION:</b> This funding supports a trail development partnership with the Prince George's County Planning Department, the Prince George's County Department of Public Works and Transportation, and the Washington Metropolitan Area Transit Authority to build a trail and associated amenities. The trail will begin west of the Capitol Heights Metrorail Station and end at the Largo Metrorail Station. It will also connect to the Addison Road and Morgan Boulevard Metrorail Stations. In FY19, \$640K SHA Grant and \$160K PAYGO were added to this project to complete the design documents for Phase I of the trail.</p> <p><b>JUSTIFICATION:</b> The funding will assist with matching funds from outside sources to construct the trail.</p>	

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2017
YEAR FIRST IN CAPITAL BUDGET	FY 2018
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	800
BONDS SOLD	0
OTHER FUNDS	350
TOTAL FUNDS RECEIVED	350
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	350

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Stage
PERCENT COMPLETED	30
ESTIMATED COMPLETION DATE	06/2024

LAST UPDATE: 04/22/2018

**THE PRINCE GEORGE'S COUNTY FY 2019-2022 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

CIP ID NO.	PROJECT NAME	AGENCY
EC081579	SOUTHERN AREA DOG PARK	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Eight Henson Creek Not Applicable		Continued New Construction Park Development

EXPENDITURE SCHEDULE (000,\$)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	500	0	500	325	0	0	0	0	175
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	500	0	500	325	0	0	0	0	175

FUNDING SCHEDULE (000,\$)									
OTHER	500	175	325	0	0	0	0	0	0
TOTAL	500	175	325	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION									
<p>DESCRIPTION: This project involves the design and construction of a dog park at Riverview Park located in Fort Washington. In FY19, \$250K Grant funding and \$75K PAYGO funding were added to this project.</p> <p>JUSTIFICATION: The 2017 Land Preservation, Parks and Recreation Plan calls for the creation of two dog parks in the southern portion of the county for equity in facilities.</p>									

OPERATING IMPACT (000,\$)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,\$)	
YEAR FIRST IN CIP	FY 2015
YEAR FIRST IN CAPITAL BUDGET	FY 2015
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 175
APPROPRIATION REQUESTED	150
BONDS SOLD	0
OTHER FUNDS	175
TOTAL FUNDS RECEIVED	175
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	175

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

LAST UPDATE: 04/20/2018

**THE PRINCE GEORGE'S COUNTY FY 2019-2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM**

CIP ID NO.	PROJECT NAME	AGENCY
EC081983	NATIONAL HARBOR-POTOMAC PUBLIC SAFETY BLDG.	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Original New Construction Park Development
Eight South Potomac Potomac Side Of Waterside Court			

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

EXPENDITURE SCHEDULE (000,S)							
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0
CONST	5000	0	5000	5000	0	0	0
EQUIP	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0
TOTAL	5000	0	5000	5000	0	0	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2019
YEAR FIRST IN CAPITAL BUDGET	FY 2019
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	5000
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

FUNDING SCHEDULE (000,S)				
DEV	5000	0	5000	0
TOTAL	5000	0	5000	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2020

DESCRIPTION AND JUSTIFICATION	
DESCRIPTION:	A new building to house personnel from the county's public safety departments and the commission's park police. The building will be constructed on a 1.7 acre parcel owned by the Commission at National Harbor. The building's design and development are being planned under the auspices of the county working with the developer of National Harbor. The building will consist of approximately 10,000 square feet and include a public meeting space. Fifty four 54 parking spaces will be provided on-site.
JUSTIFICATION:	The public safety building is being planned and constructed in accordance with terms negotiated among the developer of the National Harbor project, the County and the Commission.

LAST UPDATE: 04/28/2018

# THE PRINCE GEORGE'S COUNTY FY 2019-2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
EC031982	HERBERT WELLS ICE SKATING CENTER	PARKS DEPT / M-NCPPC

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Original Rehabilitation Park Development
Three College Park, Berwyn Heights & Vicinity 5211 Paint Branch Parkway			

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	500	0	500	500	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	500	0	500	500	0	0	0	0	0

FUNDING SCHEDULE (000,S)									
OTHER	500	0	500	500	0	0	0	0	0
TOTAL	500	0	500	500	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION									
<p>DESCRIPTION: Phase I- Engineering and Architectural assessment to enclose and provide environmental conditioning the existing ice skating rink. Phase II - Construction documents. Phase III - Building construction.</p> <p>JUSTIFICATION: The Herbert Wells Ice Rink, located on Campus Drive in College Park, is one of two public ice rinks operated by DPR. Currently the rink is not fully enclosed or temperature controlled, so it can only be operated as an ice skating facility from October to March, if weather allows. The Tucker Road Ice Rink, our second ice center, is closed due to a fire that occurred January 2017. Demand for public ice skating and programming is increasing and residents and users of the Wells Rink have requested the enclosure of the facility.</p>									

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2019
YEAR FIRST IN CAPITAL BUDGET	FY 2019
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	500
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	12/2021

LAST UPDATE: 04/27/2018

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC001062	TRAIL DEVELOPMENT FUND	PARKS DEPT / M-NCPPC	
COUNCIL DIST PLANNING AREA ADDRESS		LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
		Multi-District Not Applicable County-wide	Continued Rehabilitation Park Development
		DEBT SERVICE MAINTENANCE COSTS OPERATING COSTS TOTAL COST SAVINGS	
		819 0 0 819 0	

APPROPRIATION DATA (000,S)			
YEAR FIRST IN CIP	FY 2000		
YEAR FIRST IN CAPITAL BUDGET	FY 2000		
CURRENT AUTH. THRU	FY 18	1700	
CUMULATIVE APPROP. THRU	FY 18	9200	
APPROPRIATION REQUESTED			0
BONDS SOLD			1100
OTHER FUNDS			1477
TOTAL FUNDS RECEIVED			2577
EXPENDITURES & ENCUMBRANCES			2577
UNENCUMBERED BALANCE			0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Not Applicable
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

LAST UPDATE: 05/18/2018

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	19577	1593	984	2000	2750	3250	3000	3000	3000
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	19577	1593	984	2000	2750	3250	3000	3000	3000

FUNDING SCHEDULE (000,S)									
MNCPPC	9100	1100	0	8000	2000	1000	1000	1000	1000
OTHER	10477	1477	0	9000	0	1750	1250	2000	2000
TOTAL	19577	2577	0	17000	2000	2750	3250	3000	3000

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: The trail development fund provides funding for new trails, existing trail maintenance, and trail lighting within the park system, including improvements to the Northwest Branch Trail and Avondale Park Trail, both along Queens Chapel Rd, WB&amp;A connection along MLK to Ardwick-Ardmore Rd, and the Cottage City segment of the Anacostia Trail. It will also fund trail work as part of the County-wide master plan.</p> <p>JUSTIFICATION: Formula 2040 Master Plan recommends increasing the Prince George's County M-NCPPC trail network from approximately 134 to 400 miles of hard and soft surface trails to meet the level of service standard of 0.4 miles/1,000 persons for the projected population of 992,700 in 2040.</p>	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,\$)
EC021119	ROLLINGCREST-CHILLUM COMMUNITY CENTER	PARKS DEPT / M-NCPPC	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Two Takoma Park-Langley Park 6120 Sargent Road	STATUS CLASS FUNCTION	Revised Rehabilitation Park Development
DEBT SERVICE			247
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			247
COST SAVINGS			0

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,\$)
EC021119	ROLLINGCREST-CHILLUM COMMUNITY CENTER	PARKS DEPT / M-NCPPC	
LOCATION AND CLASSIFICATION			
COUNCIL DIST PLANNING AREA ADDRESS	Two Takoma Park-Langley Park 6120 Sargent Road	STATUS CLASS FUNCTION	Revised Rehabilitation Park Development
DEBT SERVICE			247
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			247
COST SAVINGS			0

APPROPRIATION DATA (000,\$)	
YEAR FIRST IN CIP	FY 2003
YEAR FIRST IN CAPITAL BUDGET	FY 2003
CURRENT AUTH. THRU	FY 18 3516
CUMULATIVE APPROP. THRU	FY 18 3525
APPROPRIATION REQUESTED	624
BONDS SOLD	2742
OTHER FUNDS	963
TOTAL FUNDS RECEIVED	3705
EXPENDITURES & ENCUMBRANCES	649
UNENCUMBERED BALANCE	3056

EXPENDITURE SCHEDULE (000,\$)									
TOTAL	TIRU FY 17	EST. FY 18	TOTAL 0 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	7205	649	6556	3500	3056	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	7205	649	6556	3500	3056	0	0	0	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Stage
PERCENT COMPLETED	20
ESTIMATED COMPLETION DATE	06/2020

FUNDING SCHEDULE (000,\$)									
STATE	456	456	0	0	0	0	0	0	0
MNCPPC	2742	2742	0	0	0	0	0	0	0
OTHER	4007	507	3500	3500	0	0	0	0	0
TOTAL	7205	3705	3500	3500	0	0	0	0	0

LAST UPDATE: 05/18/2018

DESCRIPTION AND JUSTIFICATION	
<p><b>DESCRIPTION:</b> The Rollingcrest-Chillum Aquatic Center is an indoor swimming pool with a variety of water slides and splash features. It is attached to the Rollingcrest-Chillum Community Center. The site will undergo a feasibility study on a proposed renovation and expansion of the community center, developing an initial project scope, schedule, and cost estimate.</p> <p><b>JUSTIFICATION:</b> This facility needs renovation in order to be compliant with ADA and life safety codes. Formula 2040 recommends an expansion of up to 10,000 square feet for meeting, learning, and event space (nonaquatic) to adequately serve the projected population within the service area.</p>	

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC021800	LANGLEY PARK COMMUNITY CENTER-TRAIL/PARK LI	PARKS DEPT / M-NCPPC	
COUNCIL DIST PLANNING AREA ADDRESS			
Two Takoma Park Langley Park 1500 Merimac Drive, Hyattsville			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION			
Continued Non Construction Park Development			
DEBT SERVICE			45
MAINTENANCE COSTS			0
OPERATING COSTS			0
TOTAL			45
COST SAVINGS			0

APPROPRIATION DATA (000,S)	FY 2018	FY 2018	FY 2018	FY 2018
YEAR FIRST IN CIP				
YEAR FIRST IN CAPITAL BUDGET				
CURRENT AUTH. THRU				
CUMULATIVE APPROP. THRU				
APPROPRIATION REQUESTED				0
BONDS SOLD				500
OTHER FUNDS				0
TOTAL FUNDS RECEIVED				500
EXPENDITURES & ENCUMBRANCES				0
UNENCUMBERED BALANCE				500

PROJECT STATUS	LAND STATUS	PROJECT STATUS	PERCENT COMPLETED	ESTIMATED COMPLETION DATE
		Publicly Owned Land		06/2023
		Design Not Begun		

LAST UPDATE: 05/18/2018

CIP ID NO.	PROJECT NAME	AGENCY	OPERATING IMPACT (000,S)
EC021800	LANGLEY PARK COMMUNITY CENTER-TRAIL/PARK LI	PARKS DEPT / M-NCPPC	
COUNCIL DIST PLANNING AREA ADDRESS			
Two Takoma Park Langley Park 1500 Merimac Drive, Hyattsville			
LOCATION AND CLASSIFICATION			
STATUS CLASS FUNCTION			
Continued Non Construction Park Development			

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	500	0	500	0	500	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	500	0	500	0	500	0	0	0	0

FUNDING SCHEDULE (000,S)									
MNCPPC	500	0	500	0	0	0	0	0	0
TOTAL	500	0	500	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION									
DESCRIPTION: This project will provide lighting for the park and Northwest Branch of the Anacostia Trail in the area of Langley Park.									
JUSTIFICATION: This project addresses public safety and trail improvement needs.									

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.		PROJECT NAME		AGENCY	
EC081884		TUCKER ROAD ICE SKATING CENTER		PARKS DEPT / M-NCPPC	

COUNCIL DIST PLANNING AREA ADDRESS		LOCATION AND CLASSIFICATION		STATUS CLASS FUNCTION	
Eight Henson Creek 1770 Tucker Road		Continued Rehabilitation Park Development			

EXPENDITURE SCHEDULE (000.S)										
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	27681	1000	5000	21681	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	27681	1000	5000	21681	0	0	0	0	0	0

FUNDING SCHEDULE (000.S)									
STATE	0	0	3000	3000	0	0	0	0	0
MNCPPC	10248	0	0	0	0	0	0	0	0
OTHER	14433	134	10600	3659	0	0	0	0	0
TOTAL	27681	10302	10600	6699	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION	
<p><b>DESCRIPTION:</b> This project consists of reconstruction of the Tucker Road Ice Skating Center, which is located within the Tucker Road Athletic Complex. In FY19, \$3 million of Program Open Space (POS) was used to offset the lesser amount of the insurance claim from \$9 million to \$6 million. Also, \$3,840,121 Bond and \$134,000 PAYGO funding was transferred from other projects. As well as an additional \$3,659,462 of PAYGO funding was allocated.</p> <p><b>JUSTIFICATION:</b> Tucker Road Ice Skating Center is a heavily programmed facility and the only ice rink in the southern portion of the county. This project is to replace the Tucker Road Ice Rink that was damaged in a fire during FY 2017.</p>	

OPERATING IMPACT (000.S)	
DEBT SERVICE	922
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	922
COST SAVINGS	0

APPROPRIATION DATA (000.S)	
YEAR FIRST IN CIP	FY 2018
YEAR FIRST IN CAPITAL BUDGET	FY 2018
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 9000
APPROPRIATION REQUESTED	18681
BONDS SOLD	10248
OTHER FUNDS	10734
TOTAL FUNDS RECEIVED	20982
EXPENDITURES & ENCUMBRANCES	6000
UNENCUMBERED BALANCE	14982

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2020

LAST UPDATE: 05/18/2018

THE PRINCE GEORGE'S COUNTY FY 2019-2024 PROPOSED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.		PROJECT NAME		AGENCY	
EC091999		SURREATT HOUSE HISTORIC SITE - ENHANCEMENT		PARKS DEPT / M-NCPPC	

COUNCIL DIST PLANNING AREA ADDRESS		LOCATION AND CLASSIFICATION		STATUS CLASS FUNCTION		Projected Rehabilitation Park Development	
Nine Clinton & Vicinity Brandywine And Woodyard Roads							

EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 17	EST. FY 18	TOTAL 6 YRS	BUD YR FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0
CONST	100	0	0	100	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	100	0	0	100	0	0	0	0	0	0

FUNDING SCHEDULE (000,S)										
OTHER	100	0	0	100	0	0	0	0	0	0
TOTAL	100	0	0	100	0	0	0	0	0	0

DESCRIPTION AND JUSTIFICATION	
<p>DESCRIPTION: The enhancement of an adjoining corner lot located at the intersection of Woodyard and Brandywine Roads, both are high traffic volume routes. The additional property will be improved by preserving its current grade, installing fencing and landscaping the area to improve its aesthetics and to lessen the noise from the heavily used traffic intersection. M-NCPPC will meet with the community to solicit their ideas and recommendations about additional improvements to the site.</p> <p>JUSTIFICATION: The project will enhance the landscape setting of the historic Surratt House.</p>	

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2020
YEAR FIRST IN CAPITAL BUDGET	FY 2019
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	0
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	12/2020

LAST UPDATE: 05/22/2018

## LEGISLATIVE BRANCH

### FY2019 Position by Grade

GRADE	CLASS TITLE	STATUS	COUNT
E01	Councilman-E	FT	11
<b>E01 Total</b>			<b>11</b>
G01	Service Aide-G	PT	1
<b>G01 Total</b>			<b>1</b>
G02	Public Service Aide 1G	FT	1
<b>G02 Total</b>			<b>1</b>
G04	Public Service Aide 2G	FT	1
<b>G04 Total</b>			<b>1</b>
G13	Administrative Aide 1G	FT	19
	Citizens Services Intern-G	FT	1
		PT	1
<b>G13 Total</b>			<b>21</b>
G15	Administrative Aide 2G	FT	10
<b>G15 Total</b>			<b>10</b>
G16	Citizens Services Specialist 1G	FT	7
<b>G16 Total</b>			<b>7</b>
G17	Administrative Aide 3G	FT	12
<b>G17 Total</b>			<b>12</b>
G18	Administrative Assistant 1G	FT	6
	Auditor 1G	FT	3
	Citizens Services Specialist 2G	FT	9
<b>G18 Total</b>			<b>18</b>
G19	Administrative Aide 4G	FT	15
<b>G19 Total</b>			<b>15</b>
G21	Administrative Assistant 2G	FT	4
	Auditor 2G	FT	5
	Citizens Services Specialist 3G	FT	1
	Communications Specialist 2G	FT	4
<b>G21 Total</b>			<b>14</b>
G22	Legislative Aide to Council Member 2GL	FT	11
<b>G22 Total</b>			<b>11</b>
G23	Systems Analyst 4G	FT	1
<b>G23 Total</b>			<b>1</b>

## LEGISLATIVE BRANCH

### FY2019 Position by Grade

GRADE	CLASS TITLE	STATUS	COUNT
G24	Administrative Assistant 3G	FT	10
	Auditor 3G	FT	3
	Communications Specialist 3G	FT	1
	Legislative Aide to Council Member 3GL	FT	3
G24 Total			17
G27	Administrative Assistant 4G	FT	6
	Auditor 4G	FT	3
G27 Total			9
G29	Administrative Specialist 1G	FT	6
		PT	1
	Auditor 5G	FT	2
G29 Total			9
G31	Administrative Specialist 2G	FT	8
G31 Total			8
G33	Administrative Specialist 3G	FT	3
G33 Total			3
G35	Administrative Specialist 4G	FT	2
	Principal Counsel to District Council-G	FT	1
	Zoning Hearing Examiner-G	FT	1
G35 Total			4
G36	Chief Zoning Hearing Examiner-G	FT	1
G36 Total			1
G38	County Auditor-G	FT	1
G38 Total			1
G39	Deputy Administrator to County Council-G	FT	1
G39 Total			1
G41	Administrator to County Council-G	FT	1
G41 Total			1
Grand Total			177

**FY 2019 Approved Positions by Grade**

SAP		RUNNING		STATUS		1000 Total		1900		1900 Total		1901		1901 Total		1904		1904 Total		5000		5000 Total		5100		5100 Total		5100 Total		5200		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total		5200 Total	
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**FY 2019 Approved Positions by Grade**

Agency	CLASS TITLE	Grade	SAP FUNDING SOURCE		STATUS		1000 Total		1900		1900 Total		1901		1901 Total		2904		2904 Total		5000		5000 Total		5100		5100 Total		5200 Total		Grand		LTGP		Grand Total			
			FT	PT	FT	LTGP	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT						
Department of Corrections Total	Personal Aide 10	013			1		1																												2	2		
	Personal Analyst 20	021			1		1																												1	1		
	Personal Analyst 40	027			1		1																												6	6		
	Platoon 3C	024			1		1																												23	23		
	Procurement Officer 3C	024			1		1																												4	4		
	Psychologist 1C	024			1		1																												1	1		
	Supply Manager 2Q	021			1		1																												1	1		
	Supply Manager 3C	024			1		1																												1	1		
	Supply Technician-Q	016			1		1																												2	2		
	Supply-Property Clerk 1Q	009			2		2																												18	18		
	Supply-Property Clerk 1Q	009			2		2																												20	20		
	Supply-Property Clerk 2Q	010			3		3																												3	3		
	Supply-Property Clerk 3C	012			4		4																												2	2		
Supply-Property Clerk 4Q	014			4		4																												3	3			
Department of Family Services	Administrative Aide 1A	A13			3		3																												2	2		
	Administrative Aide 2A	A12			1		1																												1	1		
	Administrative Assistant 2A	A27			1		1																												6	6		
	Administrative Assistant 4C	027			1		1																												23	23		
	Administrative Specialist 2C	031			1		1																												3	3		
	Administrative Specialist 3C	033			3		3																												4	4		
	Budget Aide 3A	A17			1		1																												4	4		
	Budget Management Analyst 2A	A21			1		1																												1	1		
	Budget Management Analyst 4A	A27			1		1																												8	8		
	Cert Typist 2A	A10			1		1																												1	1		
	Community Developer 1A	010			4		4																												25	25		
	Community Developer 1C	A16			5		5																												4	4		
	Community Developer 2A	A21			1		1																												6	6		
Community Developer 2C	021			1		1																												70	70			
Community Developer 3A	A24			1		1																												1	1			
Community Developer 3C	024			1		1																												4	4			
Community Developer 4A	A27			1		1																												6	6			
Community Developer 4C	000			1		1																												2	2			
Community Development Aide 1C	A07			1		1																												1	1			
Community Development Assistant 1A	A14			1		1																												4	4			
Community Development Assistant 2A	A17			1		1																												8	8			
Community Development Assistant 3A	017			1		1																												1	1			
Community Development Assistant 3C	021			1		1																												1	1			
Executive Services Manager-Q	016			1		1																												1	1			
Executive Administrative Aide-Q	021			1		1																												1	1			
Personal Analyst 3C	021			1		1																												1	1			
Quality Assurance Analyst 3C	021			1		1																												1	1			
Department of Family Services Total					37		37																												26	70	44	140
Department of Social Services	Account Clerk 1C	009			1		1																												3	3		
	Accountant 3C	021			1		1																												2	2		
	Administrative Aide 3C	029			1		1																												1	1		
	Administrative Aide 4C	015			1		1																												5	5		
	Administrative Assistant 1C	019			1		1																												1	1		
	Administrative Assistant 1C	018			1		1																												3	3		
	Administrative Assistant 2C	021			1		1																												18	18		
	Administrative Assistant 3C	024			1		1																												20	20		
	Administrative Assistant 4C	029			2		2																												3	3		
	Administrative Specialist 1C	021			1		1																												2	2		
	Administrative Specialist 2C	031			1		1																												2	2		
	Administrative Specialist 3C	033			1		1																												64	64		
	Associate Director-Q	018			9		9																												2	2		
Community Developer 1C	021			2		2																												30	30			
Community Developer 2C	024			2		2																												1	1			
Community Developer 3C	027			2		2																												1	1			
Community Developer 4C	029			1		1																												64	64			
Community Development Aide 1C	000			1		1																												22	22			
Community Development Aide 3C	007			1		1																												20	20			
Community Development Assistant 1C	012			1		1																												3	3			
Community Development Assistant 1C	014			1		1																												2	2			
Community Development Assistant 2C	016			1		1																												3	3			
Community Development Assistant 3C	021			2		2																												2	2			
Community Development Assistant 4C	029			1		1																												54	54			
Director 1C	018			2		2																												54	54			
Data Base Administrator 1C	021			2		2																												1	1			
Executive Administrative Aide-Q	021			2		2																												54	54			
General Clerk 1C	006			1		1																												1	1			
Personal Aide 1C	012			1		1																												1	1			

**FY 2019 Approved Positions by Grade**

SAP		EARNING SOURCE		STATUS		EARNING										Grade		Grand Total								
Agency	CLASS TITLE	Grade	FT	PT	LTCF	1000 Total	1200	1500	1800	1900	2000	2300	2500	2800	3000	3200	3500		5100	5100 Total	5200	5200 Total	Grades	FT	LTCF	
Department of Social Services Total			25			25																	5	199	204	
Department of the Environment	Account Clerk 3A	A13		1		1																				
	Administrative Aide 2A	A15		2		2																				
	Administrative Aide 3A	A17		3		3																				
	Administrative Aide 4A	A19		3		3																				
	Administrative Assistant 2A	A21		3		3																				
	Administrative Assistant 3A	A23		3		3																				
	Administrative Assistant 4G	G27		2		2																				
	Administrative Specialist 1G	G29		2		2																				
	Administrative Specialist 2G	G31		2		2																				
	Administrative Specialist 3G	G33																								
	Animal Care Attendant	G13		26		26																				
	Animal Care Attendant Supervisor	G16		4		4																				
	Animal Control Officer 2A	A17		14		14																				
	Animal Control Officer 3A	A19		2		2																				
	Associate Director-G	G33		2		2																				
	Budget Aide 3A	A17		1		1																				
	Budget Management Analyst 2A	A21		1		1																				
	Budget Management Analyst 3A	A24		1		1																				
	Budget Management Analyst 4G	G24		1		1																				
	Client Services Specialist 1A	A18		1		1																				
	Client Services Specialist 3A	A21		2		2																				
	Community Developer 5G	G29		1		1																				
	Community Development Aide 2A	A17		16		16																				
	Community Development Aide 3A	A19		1		1																				
	Construction Standards Code Enforcement Officer-G	G27																								
	Construction Standards Inspector 2A	A18																								
	Construction Standards Inspector 3A	A20																								
	Contract Project Coordinator 2A	A24																								
	Crew Supervisor 1A	A17																								
	Crew Supervisor 2A	A19																								
	Deputy Director-G	G35		1		1																				
	Director-G	G38		1		1																				
	Engineer 2G	G23																								
	Engineer 3G	G26																								
	Engineer 4G	G31																								
	Engineer 5G	A22																								
	Engineering Technician 4A	G26																								
	Engineering Technician 5G	A13																								
	Equipment Operator 1A	A15																								
	Equipment Operator 2A	A17																								
	Executive Administrative Aide-G	G21		1		1																				
	Garage Supervisor-G	G26																								
	General Clerk 2A	A10		1		1																				
	General Clerk 3A	A10		1		1																				
	General Clerk 3P	P10																								
General Clerk 4A	A12		2		2																					
Heavy Equipment Mechanic 2A	A16																									
Heavy Truck Engineer 5G	G29		1		1																					
Heavy Truck Pkg Coord 5G	A21		1		1																					
Inspector 2A	A10		1		1																					
Inspector 3A	A10		1		1																					
Inspector 4A	A10		1		1																					
Master Equipment Mechanic-A	A19		2		2																					
Personal Analyst 3G	G24																									
Personal Analyst 5G	G29		1		1																					
Planner 2A	A21																									
Planner 3A	A24																									
Planner 4G	G27																									
Planner 5G	G29		1		1																					
Prevention Officer 3G	P24		1		1																					
Programmer-Systems Analyst 3A	A24		2		2																					
Programmer-Systems Analyst 4G	G27		1		1																					
Property Attendant-A	A14																									
Property Standards Inspector 2A	A14																									
Public Information Officer 3G	G21																									
Public Information Officer 5G	G24																									
Public Service Aide 2A	A10		1		1																					
Public Dispatcher-A	A10		3		3																					
Radio Collection Inspector 2A	A12																									

**FY 2019 Approved Positions by Grade**

COUNT OF SAP PIN		SAP FUNDING		SOURCE		STATUS		1900 Total												1906												1901												1904												1904 Total												5000												5000 Total												5100												5100 Total												5200												5200 Total												5300 Total												Grants												FT												LT/G												Grand Total											
Agency	CLASS TITLE	Grade	1800	PT	LT/G	1900 Total	1906	PT	1900 Total	1901	PT	1901 Total	1904	LT/G	1904 Total	5000	PT	5000 Total	5000 Total	5100	PT	5100 Total	5100 Total	5200	PT	5200 Total	5200 Total	5300 Total	5300 Total	Grants	FT	LT/G	Grand Total																																																																																																																																																																						
Department of the Environment Ethers and Accountability	Administrative Aide 3G	G17	114			114																																																																																																																																																																																																	
	Administrative Specialist 1G	G29																																																																																																																																																																																																					
	Attorney 3G	G27																																																																																																																																																																																																					
	Executive Director-G	G33																																																																																																																																																																																																					
	Investigator 2G	G21																																																																																																																																																																																																					
	Quality Assurance Analyst 3G	G24																																																																																																																																																																																																					
	Accommodations 2H	H21	2	1		2																																																																																																																																																																																																	
	Administrative Aide 1H	H13	2	1		2																																																																																																																																																																																																	
	Administrative Aide 2H	H17	6	2		6																																																																																																																																																																																																	
	Administrative Aide 4H	H19	6	2		6																																																																																																																																																																																																	
Fire EMS Department	Administrative Aide 3H	H21	6	2		6																																																																																																																																																																																																	
	Administrative Assistant 2H	H23	2	1		2																																																																																																																																																																																																	
	Administrative Assistant 3H	H21	6	2		6																																																																																																																																																																																																	
	Administrative Assistant 4H	H23	2	1		2																																																																																																																																																																																																	
	Administrative Specialist 1G	G29	1	1		2																																																																																																																																																																																																	
	Budget Management Manager-G	G31	1	1		2																																																																																																																																																																																																	
	Customer Services Specialist 2H	H18	1	1		2																																																																																																																																																																																																	
	Community Developer 2H	H21	2	2		4																																																																																																																																																																																																	
	Community Developer 3H	H24	2	2		4																																																																																																																																																																																																	
	Community Developer 4H	H27	1	1		2																																																																																																																																																																																																	
Fire EMS Department	Contract Project Coordinator 3H	H24	2	2		4																																																																																																																																																																																																	
	Coordinator 4G	G27	1	1		2																																																																																																																																																																																																	
	Deputy Director-Y	G27	3	3		6																																																																																																																																																																																																	
	Executive Administrative Aide-H	H28	2	2		4																																																																																																																																																																																																	
	Fire Apparatus Services Manager-G	G31	1	1		2																																																																																																																																																																																																	
	Fire Fighter 1V	G01	147			147																																																																																																																																																																																																	
	Fire Fighter 2V	G02	403			403																																																																																																																																																																																																	
	Fire Fighter 3V	G03	18			18																																																																																																																																																																																																	
	Fire Fighter Battalion Chief	G06	3	3		6																																																																																																																																																																																																	
	Fire Fighter Captain	G05	6	6		12																																																																																																																																																																																																	
Fire Fighter Lieutenant	G04	15	15		30																																																																																																																																																																																																		
Fire Fighter Midlevel	G07	3	3		6																																																																																																																																																																																																		
Fire Fighter Technician	G13	20			20																																																																																																																																																																																																		
Fire Fighter-Technician 3V	G03	131			131																																																																																																																																																																																																		
Fire Fighter-Technician Battalion Chief-Y	G06	25			25																																																																																																																																																																																																		
Fire Fighter-Technician 4H	G04	145			145																																																																																																																																																																																																		
Fire Fighter-Medic Lieutenant-Y	G02	115			115																																																																																																																																																																																																		
Fire Fighter-Medic Technician-Y	G07	29			29																																																																																																																																																																																																		
Fire Inspector 2H	H19	2	2		4																																																																																																																																																																																																		
Fire Inspector 3H	H21	2	2		4																																																																																																																																																																																																		
Fire Inspector 4H	H26	2	2		4																																																																																																																																																																																																		
Fire Investigator Officer-H	H26	2	2		4																																																																																																																																																																																																		
General Supervisor-H	H12	1	1		2																																																																																																																																																																																																		
General Clerk 4H	H17	3	3		6																																																																																																																																																																																																		
Heavy Equipment Mechanic 3H	H17	3	3		6																																																																																																																																																																																																		
Lab Tech Manager 2G	G31	1	1		2																																																																																																																																																																																																		
Lab Tech Manager 3G	G31	1	1		2																																																																																																																																																																																																		
Investigator 2H	H21	1	1		2																																																																																																																																																																																																		
Paramedic Captain-Y	H05	4	4		8																																																																																																																																																																																																		
Paramedic Lieutenant-Y	H04	3	3		6																																																																																																																																																																																																		
Paramedic-Y	H04	6	6		12																																																																																																																																																																																																		
Personal Aide 3H	H17	1	1		2																																																																																																																																																																																																		
Personal Aide 3H	H17	1	1		2																																																																																																																																																																																																		
Personal Aide 3H	H17	1	1		2																																																																																																																																																																																																		
Personal Aide 3H	H17	1	1		2																		</																																																																																																																																																																																

**FY 2019 Approved Positions by Grade**

[illegible]

**FY 2019 Approved Positions by Grade**

[illegible]

**FY 2019 Approved Positions by Grade**

[illegible]

***FY 2019 Approved Positions by Grade***

[illegible]

**FY 2019 Approved Positions by Grade**

[illegible]

***FY 2019 Approved Positions by Grade***

Agency	CLASS TITLE	Grade	FUNDING SOURCE		STATUS		1000 Total	1900	1900 FT	1900 Total	1901	1901 Total	2004	2004 Total	3000	3000 Total	5100	5100 FT	5100 Total	5200	5200 Total	5300 Total	Gross	FT	LTCF	Gross Total
			FT	LTG	FT	LTG																				
Agency	Info Tech Engineer 4G	G27						4		4																
	Info Tech Engineer 4G	G27					3		3																	
	Info Tech Manager 1G	G29					3		3																	
	Info Tech Manager 2G	G31					5		5																	
	Info Tech Programming Engineer 3G	G24					1		1																	
	Info Tech Programming Engineer 4G	G27					8		8																	
	Info Tech Programming Engineer 5G	G29					5		5																	
	Info Tech Proj Coord 3G	G24					1		1																	
	Info Tech Proj Coord 4G	G27					6		6																	
	Info Tech Proj Coord 5G	G29					2		2																	
	Instructor 3G	G24					1		1																	
	Instructor 4G	G27					1		1																	
	Personal Analyst 4G	G27					1		1																	
Quality Assurance Analyst 1G	G24					1		1																		
Quality Assurance Analyst 4G	G27					1		1																		
Supply Property Clerk 1G	G09					1		1																		
System Analyst 4G	G23					1		1																		
Office of Information Tech Total																										
							70		70																	
Office of Law	Administrative Aide 3G	G17					7		7																	
	Administrative Aide 4G	G19					4		4																	
	Administrative Assistant 4G	G27					2		2																	
	Attorney 3G	G34					7		7																	
	Attorney 4G	G37					15		15																	
	Attorney 5G	G30					6		6																	
	Clerk Typist 1G	G33																								

***FY 2019 Approved Positions by Grade***

Agency	CLASS TITLE	Grade	STATUS		RUNNING SOURCE												Grades	FT	LT/GP	Grand Total
			FT	PT	1800 Total	1900 FT	1900 PT	1901 FT	1901 PT	1901 Total	1904 LT/PT	1904 Total	1905 FT	1905 Total	5100 FT	5100 Total				
Office of the Sheriff/Chief of the State Attorney	Budget Aide 3G	G17																		
	Budget Management Analyst 5G	G18																		
	Community Development 12	G19	1																	
	Community Development 22	G20	5																	
	Community Development 32	G21	1																	
	Community Development Assistant 12	G22	2																	
	Community Development Assistant 22	G23	1																	
	Community Development Assistant 32	G24	1																	
	Deputy Sheriff Captain-W	G25	8																	
	Deputy Sheriff Captain-W	G26	104																	
	Deputy Sheriff First Class-W	G27	29																	
	Deputy Sheriff Lieutenant-W	G28	15																	
	Deputy Sheriff Major-W	G29	1																	
	Deputy Sheriff Sergeant-W	G30	64																	
	Deputy Sheriff Sergeant-W	G31	25																	
	Deputy Sheriff Sergeant-W	G32	13																	
	Investigator 1G	G33																		
	Investigator 2G	G34	5																	
	Mail Services Operator 22	G35	21																	
	Security Officer 12	G36	212	1																
Security Officer 22	G37	208	14																	
Security Officer 32	G38	210	14																	
Security Officer 32	G39	212	2																	
Security Officer 32	G40	212	2																	
Security Officer 32	G41	212	2																	
Security Officer 32	G42	212	2																	
Security Officer 32	G43	212	2																	
Security Officer 32	G44	212	2																	
Security Officer 32	G45	212	2																	
Security Officer 32	G46	212	2																	
Security Officer 32	G47	212	2																	
Security Officer 32	G48	212	2																	
Security Officer 32	G49	212	2																	
Security Officer 32	G50	212	2																	
Security Officer 32	G51	212	2																	
Security Officer 32	G52	212	2																	
Security Officer 32	G53	212	2																	
Security Officer 32	G54	212	2																	
Security Officer 32	G55	212	2																	
Security Officer 32	G56	212	2																	
Security Officer 32	G57	212	2																	
Security Officer 32	G58	212	2																	
Security Officer 32	G59	212	2																	
Security Officer 32	G60	212	2																	
Security Officer 32	G61	212	2																	
Security Officer 32	G62	212	2																	
Security Officer 32	G63	212	2																	
Security Officer 32	G64	212	2																	
Security Officer 32	G65	212	2																	
Security Officer 32	G66	212	2																	
Security Officer 32	G67	212	2																	
Security Officer 32	G68	212	2																	
Security Officer 32	G69	212	2																	
Security Officer 32	G70	212	2																	
Security Officer 32	G71	212	2																	
Security Officer 32	G72	212	2																	
Security Officer 32	G73	212	2																	
Security Officer 32	G74	212	2																	
Security Officer 32	G75	212	2																	
Security Officer 32	G76	212	2																	
Security Officer 32	G77	212	2																	
Security Officer 32	G78	212	2																	
Security Officer 32	G79	212	2																	
Security Officer 32	G80	212	2																	
Security Officer 32	G81	212	2																	
Security Officer 32	G82	212	2																	
Security Officer 32	G83	212	2																	
Security Officer 32	G84	212	2																	
Security Officer 32	G85	212	2																	
Security Officer 32	G86	212	2																	
Security Officer 32	G87	212	2																	
Security Officer 32	G88	212	2																	
Security Officer 32	G89	212	2																	
Security Officer 32	G90	212	2																	
Security Officer 32	G91	212	2																	
Security Officer 32	G92	212	2																	
Security Officer 32	G93	212	2																	
Security Officer 32	G94	212	2																	
Security Officer 32	G95	212	2																	
Security Officer 32	G96	212	2																	
Security Officer 32	G97	212	2																	
Security Officer 32	G98	212	2																	
Security Officer 32	G99	212	2																	
Security Officer 32	G100	212	2																	
Security Officer 32	G101	212	2																	
Security Officer 32	G102	212	2																	
Security Officer 32	G103	212	2																	
Security Officer 32	G104	212	2																	
Security Officer 32	G105	212	2																	
Security Officer 32	G106	212	2																	
Security Officer 32	G107	212	2																	
Security Officer 32	G108	212	2																	
Security Officer 32	G109	212	2																	
Security Officer 32	G110	212	2																	
Security Officer 32	G111	212	2																	
Security Officer 32	G112	212	2																	
Security Officer 32	G113	212	2																	
Security Officer 32	G114	212	2																	
Security Officer 32	G115	212	2																	
Security Officer 32	G116	212	2																	
Security Officer 32	G117	212	2																	
Security Officer 32	G118	212	2																	
Security Officer 32	G119	212	2																	
Security Officer 32	G120	212	2																	
Security Officer 32	G121	212	2																	
Security Officer 32	G122	212	2																	
Security Officer 32	G123	212	2																	
Security Officer 32	G124	212	2																	
Security Officer 32	G125	212	2																	
Security Officer 32	G126	212	2																	
Security Officer 32	G127	212	2																	
Security Officer 32	G128	212	2																	
Security Officer 32	G129	212	2																	
Security Officer 32	G130	212	2																	
Security Officer 32	G131	212	2																	
Security Officer 32	G132	212	2																	
Security Officer 32	G133	212	2																	
Security Officer 32	G134	212	2																	
Security Officer 32	G135	212	2																	
Security Officer 32	G136	212	2																	
Security Officer 32	G137	212	2																	
Security Officer 32	G138	212	2																	
Security Officer 32	G139	212	2																	

**FY 2019 Approved Positions by Grade**

[illegible]

**FY 2019 Approved Positions by Grade**

COUNT OF SALY PIN		POSITION SOURCE		STATUS		1000 Total		1990		1990 Total		1991		1991 Total		1992		1992 Total		1993		1993 Total		1994		1994 Total		1995		1995 Total		1996		1996 Total		1997		1997 Total		1998		1998 Total		1999		1999 Total		2000		2000 Total		2001		2001 Total		2002		2002 Total		2003		2003 Total		2004		2004 Total		2005		2005 Total		2006		2006 Total		2007		2007 Total		2008		2008 Total		2009		2009 Total		2010		2010 Total		2011		2011 Total		2012		2012 Total		2013		2013 Total		2014		2014 Total		2015		2015 Total		2016		2016 Total		2017		2017 Total		2018		2018 Total		2019		2019 Total		2020		2020 Total		2021		2021 Total		2022		2022 Total		2023		2023 Total		2024		2024 Total		2025		2025 Total		2026		2026 Total		2027		2027 Total		2028		2028 Total		2029		2029 Total		2030		2030 Total		2031		2031 Total		2032		2032 Total		2033		2033 Total		2034		2034 Total		2035		2035 Total		2036		2036 Total		2037		2037 Total		2038		2038 Total		2039		2039 Total		2040		2040 Total		2041		2041 Total		2042		2042 Total		2043		2043 Total		2044		2044 Total		2045		2045 Total		2046		2046 Total		2047		2047 Total		2048		2048 Total		2049		2049 Total		2050		2050 Total		2051		2051 Total		2052		2052 Total		2053		2053 Total		2054		2054 Total		2055		2055 Total		2056		2056 Total		2057		2057 Total		2058		2058 Total		2059		2059 Total		2060		2060 Total		2061		2061 Total		2062		2062 Total		2063		2063 Total		2064		2064 Total		2065		2065 Total		2066		2066 Total		2067		2067 Total		2068		2068 Total		2069		2069 Total		2070		2070 Total		2071		2071 Total		2072		2072 Total		2073		2073 Total		2074		2074 Total		2075		2075 Total		2076		2076 Total		2077		2077 Total		2078		2078 Total		2079		2079 Total		2080		2080 Total		2081		2081 Total		2082		2082 Total		2083		2083 Total		2084		2084 Total		2085		2085 Total		2086		2086 Total		2087		2087 Total		2088		2088 Total		2089		2089 Total		2090		2090 Total		2091		2091 Total		2092		2092 Total		2093		2093 Total		2094		2094 Total		2095		2095 Total		2096		2096 Total		2097		2097 Total		2098		2098 Total		2099		2099 Total		2100		2100 Total		2101		2101 Total		2102		2102 Total		2103		2103 Total		2104		2104 Total		2105		2105 Total		2106		2106 Total		2107		2107 Total		2108		2108 Total		2109		2109 Total		2110		2110 Total		2111		2111 Total		2112		2112 Total		2113		2113 Total		2114		2114 Total		2115		2115 Total		2116		2116 Total		2117		2117 Total		2118		2118 Total		2119		2119 Total		2120		2120 Total		2121		2121 Total		2122		2122 Total		2123		2123 Total		2124		2124 Total		2125		2125 Total		2126		2126 Total		2127		2127 Total		2128		2128 Total		2129		2129 Total		2130		2130 Total		2131		2131 Total		2132		2132 Total		2133		2133 Total		2134		2134 Total		2135		2135 Total		2136		2136 Total		2137		2137 Total		2138		2138 Total		2139		2139 Total		2140		2140 Total		2141		2141 Total		2142		2142 Total		2143		2143 Total		2144		2144 Total		2145		2145 Total		2146		2146 Total		2147		2147 Total		2148		2148 Total		2149		2149 Total		2150		2150 Total		2151		2151 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**FY 2019 Approved Positions by Grade**

Agency	CLASS TITLE	SAP BUILDING SOURCE		STATUS		BUDGET												Credit		LTCF		Credit Total	
		Grade	FT	PT	LTCF	1000 Total	1200	1500	1800	2000	2500	3000	5100	5100 Total	5200	5200 Total	FT	LTCF					
Prison County Credit Court	Chief Clerk-Budget-G	G26	1			1																	
	Communications Specialist 3C	G24	1			1																	
	Court Administrator-G	G24	1			1																	
	Court Reporter-G	G23	12			12																	
	Executive Administrative Aide-G	G21	26			26																	
	Facilities Manager-G	G28	1			1																	
	General Clerk 3C	G08	4			4																	
	General Clerk 4C	G12	3			3																	
	Lawrence 2C	G21	1			1																	
	Per-Legal Assistant 1C	G16	10			10																	
	Paralegal Supervisor 2C	G20	1			1																	
	Paralegal Analyst 4C	G17	1			1																	
	Paralegal Analyst 3C	G17	1			1																	
	Supply Property Clerk 1C	G09	1			1																	
	<b>Prison County Credit Court Total</b>					2																45	
Prison County Credit Court	Administrative Assistant 2C	G21	140			140																	
	Administrative Assistant 4C	G27	1			1																	
	Community Developer 1A	A18	1			1																	
	General Clerk 3C	G10	3			3																	
	Judge Deputies Court 2	G16	1			1																	
	Law Clerk 1C	G16	1			1																	
	<b>Prison County Credit Court Total</b>						7														1		
	Public Works & Transportation	Account Clerk 4A	A15	1			1																
		Administrative Aide 1A	A13	1			1																
		Administrative Aide 1C	G13	1			1																
		Administrative Aide 2A	A15	3			3																
		Administrative Aide 3A	A17	5			5																
		Administrative Aide 4A	A19	5			5																
		Administrative Assistant 2A	A21	4			4																
		Administrative Assistant 4C	G27	1			1																
Administrative Specialist 1C		G29	5			5																	
Administrative Specialist 3C		G31	1			1																	
Administrative Specialist 5C		G33	1			1																	
Associate Director-G		G35	3			3																	
Budget Aide 1A		A11	1			1																	
Budget Aide 3A		A17	1			1																	
Budget Management Analyst 5C		G39	1			1																	
Chief Crew Supervisor-G		G25	1			1																	
Community Developer 1A		A18	1			1																	
Community Developer 1C		G18	2			2																	
Community Developer 2A		A21	2			2																	
Community Developer 3C		G24	1			1																	
Construction Standards Inspector 1A		A16	1			1																	
Construction Standards Inspector 2A		A18	3			3																	
Construction Standards Inspector 3A		A20	1			1																	
Construction Standards Inspector 4C		G26	1			1																	
Contract Project Coordinator 1A		A18	1			1																	
Contract Project Coordinator 1C		G26	1			1																	
Crew Supervisor 1A		A19	4			4																	
Crew Supervisor 2A		A19	4			4																	
Deputy Director-G		G38	1			1																	
Director-G		G21	2			2																	
Engineer 1C		G26	4			4																	
Engineer 3C		G28	11			11																	
Engineer 4C		G31	6			6																	
Engineer 5C		G31	3			3																	
Engineering Technician 1A		A16	4			4																	
Engineering Technician 2A		A18	4			4																	
Engineering Technician 3A		A20	5			5																	
Engineering Technician 4A		A22	4			4																	
Engineering Technician 5C		G26	3			3																	
Equipment Mechanic 1A		A15	1			1																	
Equipment Mechanic 2A		A16	8			8																	
Equipment Operator 1A		A13	4			4																	
Equipment Operator 2A		A15	6			6																	
Equipment Operator 3A		A17	1			1																	
Equipment Operator 4A		A17	1			1																	
Equipment Operator 5A		G21	1			1																	
Equipment Operator 6A		G21	1			1																	
Executive Administrative Aide-G	G28	1			1																		

**FY 2019 Approved Positions by Grade**

[illegible]

**Multiyear Contracts \$500,000 or more**

Agency	Vendor	Summary of Services Provided	Term (Month/Year)	FY 2019 Proposed Budget Amount	Estimated Full Contract Value
OIT	Exceed Corporation	Managed Services	2/26/18 - 6/30/20 (Contract previously approved in CR-37-2017. This item reflects new contract award with existing vendor.)	\$ 2,775,600	\$ 3,077,800
OIT	Kronos/Stronberg	Kronos Workforce Central (maintenance support) ETS - Hardware, Cabling Services, Electrical Services Inventory replenishment of clocks; replacement of non-functional clocks (worst-case scenario); clock installations, clock relocations, clock decommissions	1/1/18 - 12/31/22	\$ 879,602	\$ 879,600
OIT	Columbia Telecommunications Corporation	TTFCC Consulting Support	10/01/15 - 6/30/19	\$ 360,000	\$ 579,600
DOE	Alexander Security	Security of the vehicle lot on weekends and holidays	10/01/15 to 03/30/19	\$ 126,500	\$ 800,000
DOE	Distinctive AFWS Design, Inc.	Flood Gauge Maintenance (Western and Anacostia)	11/1/14 to 11/18/19	\$ 80,000	\$ 500,000
DOE	Curtis Engine Energy Services	Operation of the BSRSL gas recovery and cogeneration facility	1/1/2009 - 12/31/2012 (5 Option Years) - New Amendment - 07/01/2018 - 06/30/2019	\$ 1,300,000	\$ 1,170,000
DOE	LID Center	NPDES - MS4 Permit Support. Municipal Phase II support and reporting, contractor training, Engineering staff support - planning and feasibility studies, and grant management support services	7/1/14 to 9/30/18	\$ 408,900	\$ 658,900
DOE	Corvias Prince George's County Stormwater Partners, LLC	Amended Master Program, Maintenance and Management Agreement - Phase II	3/26/2018 - 6/30/2046	\$ 36,661,400	\$ 279,127,000
DPIE	Motorola	Subscription Service for New Administrative Hearing Management System	7/1/2018 to 6/30/2023	\$ 185,200	\$ 926,000
DPIE	Avolve	Hosting, subscription and maintenance services for ProjectFlow	7/1/2018 to 6/30/2022	\$ 265,400	\$ 1,061,600
OHRM	Express Scripts	Prescription	Original - 7/1/2014-6/30/2017 Amended - 1/1/2017-12/31/2017 (three one year extensions) (2nd Option) - 1/1/2019 to 12/31/2019	\$ 675,000	\$ 675,000
Police	Summit Aviation	Helicopter maintenance	7/1/18 to 6/30/19	\$ 800,000	\$ 4,000,000
Police	TechOps	Command Bus	3/1/18-6/30/19	\$ 348,518	\$ 600,000
Police	Smith & Wesson	Tasers	7/1/18-6/30/21	\$ 363,620	\$ 1,818,100
Police	Affiliated Sante Group	Mobile Crisis Services	7/1/18-6/30/21	\$ 434,900	\$ 1,304,700
Non-Departmental (OHRM)	Prince George's Community College	Youth job readiness training and orientation	9/1/2017 - 8/31/2019	\$ 468,200	\$ 936,500

<b>Multyear Personal Service Contracts \$100,000 or more</b>						
Agency	Vendor	MBE (Y/N)	Summary of Services Provided	Term (Month/Year)	FY 2019 Proposed Amount	Estimated Full Contract Value
<p>The FY 2019 Proposed Budget does not include any multyear personal services contracts over \$100,000.</p>						



# Prince George's County Council

## Agenda Item Summary

**Meeting Date:** 5/24/2018

**Effective Date:** 7/1/2018

**Reference No.:** CB-023-2018

**Chapter Number:** 6

**Draft No.:** 1

**Public Hearing Date:**

**Proposer(s):** Glaros

**Sponsor(s):** Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

**Item Title:** AN ACT CONCERNING FISCAL YEAR 2019 APPROPRIATIONS for the purpose of making appropriations for the support of the County government and for the Prince George's Community College and for the schools, institutions, departments, offices, boards, commissions, and agencies of Prince George's County, and for other purposes, for the fiscal year beginning July 1, 2018, and ending June 30, 2019; adopting the current expense budget, the capital improvement program, and the capital budget prepared according to the Charter of Prince George's County and submitted by the County Executive to the County Council; appropriating the items of expense in said current expense budget; establishing rates of reimbursement for subsistence expenses for employees of the County; providing for the inclusion of all State, Federal and private grants received subsequent to adoption of the current expense budget; imposing the applicable income and special area tax rates under the public general laws and public local laws of Maryland; all to be known as the Annual Budget and Appropriation Ordinance of Prince George's County for Fiscal Year 2019.

**Drafter:** County Auditor, Director of OMB, Legislative Officers

**Resource Personnel:** A & I Staff  
Committee Directors  
OMB Staff

### LEGISLATIVE HISTORY:

Date:	Acting Body:	Action:	Sent To:
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05/24/2018	County Council	introduced	
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**Action Text:**

This Council Bill was introduced by Council Members Glaros, Harrison, Toles, Lehman, Davis, Turner, Taveras, Franklin and Patterson

05/24/2018	County Council	enacted	
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**Action Text:**

A motion was made by Council Member Lehman, seconded by Vice Chair Turner, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

06/01/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill adopts the County's current expense budget and capital budget for the fiscal year 2019. It adopts an appropriations amount for the County's General Fund portion of the budget of \$3.43 billion, which is \$180.4 million, or 5.5% over the approved FY 2018 budget of \$3.25 billion. Overall, 64.0% of all General Funds are appropriated for Education (Board of Education, Community College and Memorial Library), while Public Safety receives 21.5% of available funds. Of the remaining 14.5% of County General Funds, 9.4% goes to pay for fixed charges and debt service, leaving 5.1% for Human Services, Public Works, Environment and General Government. The budget also establishes appropriation authority for all operating funds, including grants, Internal Service funds, Enterprise funds and Special Revenue funds that, when combined with the General Fund, totals \$4.1 billion. The mileage reimbursement rate for use of private vehicles for County business increases from \$0.36 per mile, to the Federal reimbursement rate set by the Internal Revenue Service for calendar year 2018 (County Fiscal Year 2019) of \$0.545 per mile.

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**Document(s):** B2018023, CB-23-2018 Exhibit 1, CB-23-2018 Exhibit 2, CB-23-2018 Exhibit 3, CB-23-2018 Exhibit 4 4A and 4B, CB-23-2018 Exhibit 5, CB-23-2018 Exhibit 6, CB-23-2018 Exhibit 7, CB-23-2018 AIS

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND****2018 Legislative Session**Bill No. CB-21-2018Chapter No. 16Proposed and Presented by The Chair (by request – County Executive)Introduced by Council Members Lehman, Davis, Harrison, Glaros, Turner, Taveras,Franklin and PattersonDate of Introduction June 19, 2018**BILL**

1 AN ACT concerning

2 Supplementary Appropriations, Intradepartmental Transfer of Appropriations and

3 Interdepartmental Transfer of Appropriations

4 For the purpose of declaring additional revenue and appropriating to the General Fund to provide  
5 for costs that were not anticipated and included in the Approved Fiscal Year 2018 Budget, and  
6 transferring surplus appropriation between various agencies, and providing an appropriation  
7 adjustment to the Internal Service Fund.

8 WHEREAS, CB-55-2017, as amended, adopted and enacted the Annual Budget and  
9 Appropriation Ordinance of Prince George's County for Fiscal Year 2018, which set forth the  
10 amount of appropriations and revenue estimates, said appropriations and revenue estimates to be  
11 adjusted as hereinafter set forth; and

12 WHEREAS, pursuant to Section 814 of the Charter of Prince George's County, Maryland,  
13 the County Council, upon recommendation of the County Executive, may, by legislative act,  
14 make transfers of appropriations between general classifications of expenditures, in excess of  
15 \$250,000 aggregate, in the current expense budget within the same agency and within the same  
16 fund and transfers between agencies of the County government and within the same fund of the  
17 current expense budget; and

18 WHEREAS, pursuant to Section 815 of the Charter of Prince George's County, Maryland,  
19 the County Council, upon recommendation of the County Executive, may, by legislative act,  
20 make additional or supplementary appropriations from revenue received from anticipated  
21 sources but in excess of budget estimates therefor, from revenue received from sources not

1 anticipated in the budget for the current fiscal year and from any prior year's available and  
 2 uncommitted fund balance; and

3 WHEREAS, the additional appropriations as provided herein, and certain additional  
 4 revenues have been identified; and

5 WHEREAS, the County Executive has duly recommended that the supplementary  
 6 appropriations be made; now, therefore,

7 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 8 Maryland that the following adjustment to revenue estimates for Fiscal Year 2018 for the  
 9 General Fund, as expressed in CB-55-2017, is made:

	Approved <u>Budget</u>	<u>Adjustments</u>	Revised <u>Budget</u>
GENERAL FUND			
REVENUE SOURCE			
OTHER FINANCING SOURCES			
Use of Fund Balance	\$9,518,500	\$8,225,000	\$17,743,500
Historic Preservation Non-Capital	0	357,100	357,100
Grant Fund Transfer			
TOTAL, OTHER FINANCING SOURCES	\$13,115,900	\$8,582,100	\$21,698,000
OUTSIDE SOURCES			
Board of Education	\$1,236,262,300	\$10,783,800	\$1,247,046,100
TOTAL OUTSIDE SOURCES	\$1,319,868,000	\$10,783,800	\$1,330,651,800
TOTAL, GENERAL FUND	\$3,251,537,400	\$19,365,900	\$3,270,903,300

SECTION 2. BE IT FURTHER ENACTED that supplementary appropriations and intradepartmental and interdepartmental transfer of appropriation are made as follows:

Agency	Char.	Approved <u>Budget</u>	<u>Adjustments</u>	Revised <u>Budget</u>
PERSONNEL BOARD	1	\$201,700		\$201,700
	9	51,600		51,600
	2	85,400	5,000	90,400
TOTAL, Personnel Board		\$338,700	\$5,000	\$343,700
POLICE DEPARTMENT	1	\$187,477,300	(\$3,905,000)	\$183,572,300
	9	108,174,400	(2,445,500)	105,728,900
	2	29,770,700		29,770,700
	5	275,000		275,000
	3	(395,000)		(395,000)
TOTAL, Police Department		\$325,302,400	(\$6,350,500)	\$318,951,900
FIRE/EMS DEPARTMENT	1	\$92,581,600	\$3,792,800	\$96,374,400
	9	66,930,800	2,423,400	69,354,200
	2	23,508,600	1,100,000	24,608,600
	3	(98,000)		(98,000)
TOTAL, Fire/EMS Department		\$182,923,000	\$7,316,200	\$190,239,200
OFFICE OF THE SHERIFF	1	\$25,454,000	\$1,518,800	\$26,972,800
	9	14,967,000	893,000	15,860,000
	2	5,304,000		5,304,000
TOTAL, Office of the Sheriff		\$45,725,000	\$2,411,800	\$48,136,800
DEPARTMENT OF CORRECTIONS	1	\$51,122,600	(\$500,000)	\$50,622,600
	9	24,078,700		24,078,700
	2	11,829,400	500,000	12,329,400
	3	(191,500)		(191,500)
TOTAL, Department of Corrections		\$86,839,200	\$0	\$86,839,200
Department of Health	1	\$15,730,800	(\$796,100)	\$14,934,700
	9	5,490,000	(122,500)	5,367,500

	2	6,623,600	918,600	7,542,200
	3	(2,272,200)		(2,272,200)
TOTAL, Department of Health		\$25,572,200	\$0	\$25,572,200
DEPARTMENT OF PUBLIC	1	\$14,704,300		\$14,704,300
WORKS AND	9	5,219,100		5,219,100
TRANSPORTATION	2	44,827,900	900,000	45,727,900
	5	4,125,000	(900,000)	3,225,000
	3	(55,894,900)		(55,894,900)
TOTAL, Department of Public Works and Transportation		\$12,981,400	\$0	\$12,981,400
BOARD OF EDUCATION				
Administration		\$64,839,100	(\$145,749)	\$64,693,351
Instructional Salaries		693,185,100	(23,719,416)	669,465,684
Student Personnel Services		22,483,200	(907,202)	21,575,998
Student Transportation Services		112,410,200	(3,832,157)	108,578,043
Operation of Plant		132,504,300	(325,651)	132,178,649
Maintenance of Plant		41,861,000	8,064,719	49,925,719
Community Services		2,715,300	448,546	3,163,846
Fixed Charges		380,914,000	20,970,882	401,884,882
Health Services		19,776,100	350,195	20,126,295
Special Education		281,943,000	(62,088)	281,880,912
Mid-Level Administration		126,137,900	(2,854,734)	123,283,166
Textbooks and Supplies		17,916,100	1,587,820	19,503,920
Other Instructional Costs		72,455,300	15,935,147	88,390,447
Food Services		6,052,900	(4,726,512)	1,326,388
Capital Outlay		250,000		250,000
TOTAL, Board of Education		\$1,975,443,500	\$10,783,800	\$1,986,227,300
NON-DEPARTMENTAL				
Debt Service		\$120,139,500	(\$2,282,500)	\$117,857,000
Grants & Transfers		45,814,400	582,100	46,396,500
Other		109,833,000	8,000,000	117,833,000
Contingency		1,100,000	(1,100,000)	0
TOTAL, Non-Departmental		\$276,886,900	\$5,199,600	\$282,086,500

TOTAL, GENERAL FUND	\$3,251,537,400	\$19,365,900	\$3,270,903,300
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\*\*\* NOTE:

Character 1 – Compensation Expenses

Character 2 – Operating Expenses

Character 3 – Recoveries

Character 5 – Capital Outlay Expenses

Character 9 – Fringe Benefit Expenses

SECTION 3. BE IT FURTHER ENACTED by the County Council of Prince George's County, Maryland that an intradepartmental transfer of appropriation for Fiscal Year 2018 for the Internal Service Fund, as expressed in CB-55-2017 is made:

Agency	Char.	Approved <u>Budget</u>	<u>Adjustments</u>	Revised <u>Budget</u>
INFORMATION SERVICE	1	\$6,291,600		\$6,291,600
TECHNOLOGY INTERNAL	9	4,631,500		4,631,500
FUND	2	22,474,000	4,000,000	26,474,000
	5	4,000,000	(4,000,000)	0
TOTAL, Information Technology Internal Service Fund		\$37,397,100	\$0	\$37,397,100
INTERNAL SERVICE FUND, TOTAL		\$51,762,300	\$0	\$51,762,300

\*\*\* NOTE:

Character 1 – Compensation Expenses

Character 2 – Operating Expenses

Character 3 – Recoveries

Character 5 – Capital Outlay Expenses

Character 9 – Fringe Benefit Expenses

SECTION 4. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and be retroactive to June 30, 2018.

Adopted this 17<sup>th</sup> day of July, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

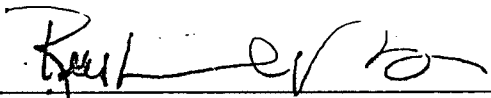
BY:   
Dannielle Glaros  
Chair

ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 8.7.2018

BY:   
Rushern L. Baker, III  
County Executive



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 7/17/2018 **Effective Date:** 9/24/2018  
**Reference No.:** CB-021-2018 **Chapter Number:** 16  
**Draft No.:** 1 **Public Hearing Date:** 7/17/2018 1:30 PM  
**Proposer(s):** County Executive  
**Sponsor(s):** Davis, Franklin, Glaros, Harrison, Lehman, Patterson, Taveras and Turner  
**Item Title:** AN ACT CONCERNING SUPPLEMENTARY APPROPRIATIONS, INTRADEPARTMENTAL TRANSFER OF APPROPRIATIONS AND INTERDEPARTMENTAL TRANSFER OF APPROPRIATIONS for the purpose of declaring additional revenue and appropriating to the General Fund to provide for costs that were not anticipated and included in the Approved Fiscal Year 2018 Budget, and transferring surplus appropriation between various agencies, and providing an appropriation adjustment to the Internal Service Fund.

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**Drafter:** Brent Johnson, Office of Management and Budget  
**Resource Personnel:** Stanley A. Earley, Office of Management and Budget

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
05/15/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
06/07/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> This Council Bill was Favorably recommended to the County Council Aye: 5 Davis, Taveras, Turner, Lehman and Patterson		
06/19/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Lehman, Davis, Harrison, Glaros, Turner, Taveras, Franklin and Patterson		
07/17/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		
07/17/2018	County Council	enacted	

**Action Text:**

A motion was made by Council Member Davis, seconded by Council Member Patterson, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 7 Glaros, Davis, Franklin, Harrison, Patterson, Taveras and Toles

Absent: 2 Lehman and Turner

08/07/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This legislation provides supplementary appropriations and transfers surplus appropriations between various agencies and within various agencies in the General Fund in order to cover unanticipated and vital costs needed to meet year end operational requirements. Additionally, the bill reallocates appropriation within the Information Technology Internal Service Fund from capital outlay to operating expenses to accurately record expenses related to the County Laptop Refresh.

The additional resources will support the following: (1) public safety overtime and fringe costs, (2) recording equipment for the Personnel Board, (3) reallocation of Board of Education's unrestricted appropriation between State education categories and two new grant programs, (4) reallocation of appropriation within the Department of Corrections, Health Department and Department of Public Works and Transportation to support operational requirements related to supplies, customer services and snow removal (5) other non-departmental expenses including savings within debt service, contributions for the Other post-employment benefits (OPEB), funding designation for Local Development Council Community Impact Grants, Historic Preservation Non-Capital grants and transferring appropriation from contingency to the Fire/EMS Department to support volunteer firefighter physicals and joint professional/volunteer recruitment.

The Fiscal Year 2018 General Fund budget as expressed by CB-55-2017 increases the budget from \$3,251,537,400 to \$3,270,903,300. The increase in revenue totals \$19,365,900.

Note: CB-21-2018 is retroactively effective to June 30, 2018.

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**Document(s):** B2018021, CB-21-2018 AIS, CB-21-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-21-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY AND FISCAL MANAGEMENT

**Date:** 6/7/18

**Action:** FAV

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**REPORT:** Favorable 5-0 (In Favor: Council Members Davis, Taveras, Lehman, Patterson, and Turner)

CB-21-2018 is a supplementary appropriations bill for FY 2018. This legislation provides additional appropriation authority totaling \$19,365,900 in the General Fund. The additional resources will increase the Fiscal Year 2018 General Fund Budget as expressed in CB-55-2017 from \$3,251,537,400 to \$3,270,903,300. Additionally, this legislation reallocates \$4,000,000 from capital outlay to operating expenses within the Information Technology (IT) Internal Service Fund related to the on-going County laptop refresh.

The legislation declares \$19.4 million in additional General Fund revenues for Fiscal Year 2018. The revenues are comprised of \$8.2 million in use of fund balance, \$357,100 from a transfer in from the Historic Preservation Non-Capital Grant Fund and \$10.8 million in outside aid to allow the Board of Education to reflect \$10.2 million in increased federal revenue from two new federal grants and \$550,000 in Board restricted revenue. Additionally, costs are partially offset by savings in Non-Departmental-Debt Service, the redistribution of \$1.1 million in contingency funds in Non-Departmental to support the Fire/EMS Department (including volunteers) and compensation and fringe savings in the Police Department due to staff attrition.

Specifically, the legislation appropriates additional resources to several County agencies in order to cover unanticipated and vital costs needed to meet year end operational requirements. The supplemental resources support public safety overtime and fringe costs (Fire/EMS Department and Office of the Sheriff) and the cost of purchasing recording equipment for the Personnel Board. The legislation also includes a reallocation of \$500,000 in the Department of Corrections between compensation and operating expenses to primarily support additional supply and equipment costs, a reallocation of \$918,600 in the Health Department from the compensation and fringe characters to operating expenses to utilize

contractual temp personnel resources to support departmental services and a reallocation in the Department of Public Works and Transportation of \$900,000 from capital outlay to operating expenses to support the cost of snow related expenses.

Also, the legislation reflects the Board of Education's reconciliation of the FY 2018 appropriation approved by the County Council. The Board of Education adjustment reflects an increase in appropriation of \$10.8 million for two new restricted grant programs (Title IV and Teacher and School Leader Incentive Program) and additional reallocation of the Board's unrestricted appropriation between State education categories to meet the current needs of the school system.

Additional actions occur in Non-Departmental to reflect the savings of \$2.3 million in the payment of debt service to reflect actual FY 2018 requirements, added contributions to the Other Post-Employment Benefits (OPEB) trust fund (\$8.0 million), the designation of unspent FY 2017 Local Development Council Community Impact Grant funds (\$225,000), funding to support the promotion of interest in and the study of historic preservation in the County (\$357,100) and the transfer of \$1.1 million in Non-Departmental-Contingency to Fire/EMS Department to cover the cost of volunteer firefighter physicals (\$850,000) and a joint professional/volunteer Fire recruitment effort (\$250,000). Finally, the legislation includes a technical reallocation of \$4,000,000 from capital outlay to operating expenses within the IT Internal Service Fund to accurately record the countywide laptop refresh in the appropriate fund account.

The Office of Law reports CB-21-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports the enactment of CB-21-2018 will have a positive fiscal impact on the County related to the \$10, 783,800 in additional revenue received from outside sources for the Board of Education. The appropriation of \$8,582,100 of the County's Fund Balance will have an adverse fiscal impact on the County, however, the appropriation of those funds under the Bill is a necessary occurrence to remain in compliance with State Law, which requires a balanced budget.

After discussion, the Public Safety and Fiscal Management Committee reported CB-21-2018 out favorably, 5-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-24-2018  
 Chapter No. 17  
 Proposed and Presented by The Chair (by request – County Executive)  
 Introduced by Council Members Lehman, Davis, Glaros, Harrison, Turner, Taveras,  
Franklin, Patterson and Toles.  
 Date of Introduction June 19, 2018

**BILL**

1 AN ACT concerning

2       Supplementary Appropriations in the Approved Fiscal Year 2018 Capital Budget

3       For the purpose of providing supplementary appropriations to the Contingency Appropriation  
 4 Fund, Clean Water Partnership NPDES/MS4 Project, Fairmont Heights High School Replacement,  
 5 Major Repairs, Secondary School Reform, Kitchen and Food Services, Tulip Grove ES Replacement,  
 6 C. Elizabeth Reig ES Renovation, Bowie HS Annex Limited Renovation, Stephen Decatur MS SEI  
 7 Renovation, Parking Lot/Driveways, Security Upgrades and ADA Upgrade projects; decreasing  
 8 appropriations to the Contingency Appropriation Fund project, Systemic Replacement 2, Suitland  
 9 High School Complex, Land Acquisition, Planning Approval, Code Corrections and Central  
 10 Garage/Transportation Department Improvement Projects; and amending the Approved Fiscal Year  
 11 2018 – 2023 Capital Improvement Program with regard to expenditures and financing beyond the  
 12 budget year.

13       WHEREAS, the Charter of Prince George's County, Maryland, provides for the adoption of the  
 14 County budget, which includes the capital budget and capital improvement program; and

15       WHEREAS, pursuant to CB-55-2017, the County budget, known as the Annual Budget and  
 16 Appropriation Ordinance of Prince George's County for Fiscal Year 2018, which includes the Fiscal  
 17 Year 2018 – 2023 Capital Improvement Program - Fiscal Year 2018 Capital Budget was adopted;  
 18 and

19       WHEREAS, the Approved Fiscal Year 2018 – 2023 Capital Improvement Program sets forth  
 20 the plan of the County to receive and expend funds for capital projects during the fiscal year covered  
 21 by the capital budget and the next succeeding five fiscal years thereafter and also the means of  
 22 financing said projects; and

WHEREAS, pursuant to the provisions of Section 814 of the Charter for Prince George's County, Maryland, the County Council may authorize, by legislative act, upon request of the County Executive, interproject transfers of appropriations between capital projects in the Approved Capital Budget; and

WHEREAS, pursuant to Section 815 of the Charter for Prince George's County, Maryland, the County Council, upon recommendation of the County Executive, may, by legislative act, make additional or supplementary appropriations from revenue received from anticipated sources but in excess of budget estimates therefor, from revenue received from sources not anticipated in the budget for the current fiscal year, and from any prior year's available and uncommitted fund balance; and

WHEREAS, additional appropriations as provided, herein, and certain additional revenue have been identified; and

WHEREAS, the County Executive deems it desirable to provide additional appropriations for the Clean Water Partnership NPDES/MS4 Project, Contingency Appropriation Fund, Maryland Purple Line, Transit Oriented Development Project, Langley Park Branch Library, Fairmont Heights High School Replacement, Major Repairs, Secondary School Reform, Kitchen and Food Services, Tulip Grove ES Replacement, C. Elizabeth Reig ES Renovation, Bowie HS Annex Limited Renovation, Stephen Decatur MS SEI Renovation, Parking Lot/Driveways, Security Upgrades and ADA Upgrades, as currently existing appropriations are inadequate for project completion; and

WHEREAS, pursuant to Sections 815 and 820 of the Charter, the County Executive recommends that these supplementary appropriations be made.

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that the Fiscal Year 2018 Approved Capital Budget is hereby amended to provide supplementary appropriations as follows:

		Orig. Budget		Revised	
<u>Project Name</u>	<u>Project No.</u>	<u>Yr. Funding</u>	<u>Adjustment</u>	<u>Budget Year</u>	
Contingency Appropriation	SQ301133	\$10,000,000	\$6,500,000	\$16,500,000	
Fund					
Clean Water Partnership	DV546001	\$49,810,000	\$7,120,000	\$56,930,000	
NPDES/MS4					

SECTION 2. BE IT ENACTED by the County Council of Prince George's County, Maryland, that the Fiscal Year 2018 Approved Capital Budget is hereby amended, as shown on Schedules A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U and V attached hereto and made part hereof to provide that appropriations are transferred as follows:

## FROM:

		Orig. Budget		Revised
<u>Project Name</u>	<u>Project No.</u>	<u>Yr. Expend</u>	<u>Adjustment</u>	<u>Budget Year</u>
Contingency Appropriation	SQ301133	\$16,500,000	(\$16,500,000)	\$0
Fund				

## TO:

		Orig. Budget		Revised
<u>Project Name</u>	<u>Project No.</u>	<u>Yr. Expend</u>	<u>Adjustment</u>	<u>Budget Year</u>
Maryland Purple Line	FH661004	\$20,000,000	\$10,500,000	\$30,500,000
Transit Oriented Dev	FD661201	\$0	\$5,000,000	\$5,000,000
Langley Park Branch	HL719613	\$400,000	\$1,000,000	\$1,400,000

## FROM:

		Orig. Budget		Revised
<u>Project Name</u>	<u>Project No.</u>	<u>Yr. Expend</u>	<u>Adjustment</u>	<u>Budget Year</u>
Systemic Replacements 2	AA771023	\$89,054,000	(\$27,705,000)	\$61,349,000
Suitland HS Complex	AA770883	\$6,000,000	(\$6,000,000)	\$0
Land Acquisition	AA772953	\$2,000,000	(\$2,000,000)	\$0
Planning Approval	AA772603	\$3,000,000	(\$3,000,000)	\$0
Code Corrections	AA779583	\$4,000,000	(\$1,500,000)	\$2,500,000
Central Garage	AA778691	\$4,000,000	(\$2,000,000)	\$2,000,000

## TO:

		Orig. Budget		Revised
<u>Project Name</u>	<u>Project No.</u>	<u>Yr. Expend</u>	<u>Adjustment</u>	<u>Budget Year</u>
Fairmont Heights HS	AA770503	\$9,000,000	\$9,810,000	\$18,810,000
Major Repairs	AA779153	\$18,017,000	\$11,588,000	\$29,605,000

1	Secondary School Reform	AA770083	\$0	\$10,003,000	\$10,003,000
2	Kitchen and Food	AA770313	\$3,000,000	\$3,297,000	\$6,297,000
3	Tulip Grove ES Repl	AA770863	\$6,885,000	\$4,880,000	\$11,765,000
4	C. Elizabeth Reig ES	AA770063	\$0	\$436,000	\$436,000
5	Bowie HS Annex	AA770223	\$0	\$775,000	\$775,000
6	Stephen Decatur MS	AA770413	\$0	\$209,000	\$209,000
7	Parking Lot/Driveways	AA774833	\$2,000,000	\$457,000	\$2,457,000
8	Security Upgrades	AA770633	\$370,000	\$250,000	\$620,000
9	ADA Upgrades	AA770613	\$1,525,000	\$500,000	\$2,025,000

SECTION 3. BE IT FURTHER ENACTED that the Approved Fiscal Year 2018-2022 Capital Improvement Program is hereby amended as shown on Schedules A through V attached hereto and made a part hereof, amending the total project cost, and expenditure and revenue schedules beyond the budget year for the following projects:

<u>CIP PROJECT</u>	<u>CIP NUMBER</u>
Contingency Appropriation Fund	SQ301133
Maryland Purple Line	FH661004
Transit Oriented Dev	FD661201
Langley Park Branch	HL719613
Systemic Replacements 2	AA771023
Suitland HS Complex	AA770883
Land Acquisition	AA772953
Planning Approval	AA772603
Code Corrections	AA779583
Central Garage	AA778691
Fairmont Heights HS	AA770503
Major Repairs	AA779153
Secondary School Reform	AA770083
Kitchen and Food Services	AA770313
Tulip Grove ES Replacement	AA770863
C. Elizabeth Reig ES Renovation	AA770063
Bowie HS Annex Limited Renovation	AA770223

1	Stephen Decatur MS SEI Renovation	AA770413
2	Parking Lot/Driveways	AA774833
3	Security Upgrades	AA770633
4	ADA Upgrades	AA770613
5	Clean Water Partnership NPDES/MS4	DV546001

6

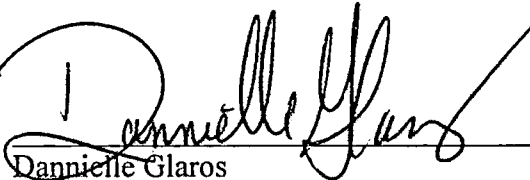
7 SECTION 4. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)

8 calendar days after it becomes law.

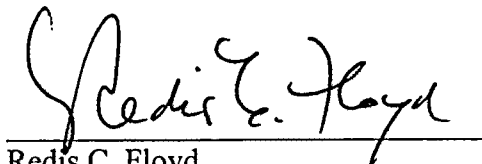
Adopted this 17<sup>th</sup> day of July, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle Glaros  
Chair

ATTEST:

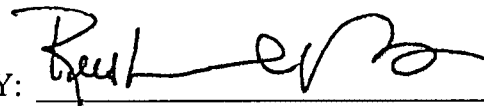
  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE:

8.7.2018

BY:

  
Rushern L. Baker, III  
County Executive

## THE PRINCE GEORGES COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.

PROJECT NAME

AGENCY

OPERATING IMPACT (000, \$)

SQ301133

CONTINGENCY APPROPRIATION FUND

CENTRAL SERVICES

COUNCIL DIST  
PLANNING AREA  
ADDRESSMulti-District  
Not Applicable  
County-wideLOCATION AND CLASSIFICATION  
STATUS  
CLASS  
FUNCTIONContinued  
Non Construction  
Administrative Facilities

DEBT SERVICE 0  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 0  
COST SAVINGS 0

## APPROPRIATION DATA (000, \$)

YEAR FIRST IN CIP FY 2015  
YEAR FIRST IN CAPITAL BUDGET FY 2015  
CURRENT AUTH. THRU FY 18 0  
CUMULATIVE APPROP. THRU FY 18 0

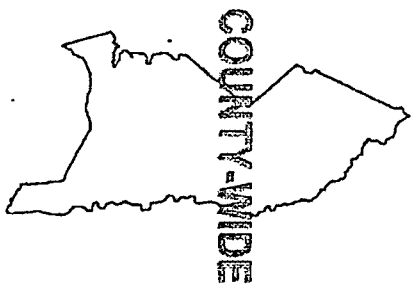
APPROPRIATION REQUESTED 0

BONDS SOLD 0  
OTHER FUNDS 0  
TOTAL FUNDS RECEIVED 0  
EXPENDITURES & ENCUMBRANCES 0  
UNENCUMBERED BALANCE 0

## PROJECT STATUS

LAND STATUS No Land Involved  
PROJECT STATUS Not Applicable  
PERCENT COMPLETED 100  
ESTIMATED COMPLETION DATE 06/2018

MAP



EXPENDITURE SCHEDULE (000,\$)											
	TOTAL	THRU FY 18	EST FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	0	0	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0
FUNDING SCHEDULE (000,\$)											
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0

## DESCRIPTION AND JUSTIFICATION

DESCRIPTION: This project authorizes the County Executive to approve appropriation transfers up to \$250,000 for approved projects. Amounts over \$250,000 and new project authorizations under \$250,000 will require Council approval. The project provides a mechanism for transferring appropriations and funds to approved projects and is a source for minor cash outlays. It also provides the means to temporarily change blanket encumbrances pending permanent cost allocation, and serves as a holding account for Federal, State or other funds received unexpectedly. No funds will be spent from this project for this latter purpose.

JUSTIFICATION: Estimates used for programming are sometimes lower than the final construction costs due to inflationary increases or other unanticipated problems. Small CIP projects and capital expenditures are also occasionally required to correct unforeseen problems.

## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
FH661004	MARYLAND PURPLE LINE	PUBLIC WORKS & TRANSPORT
LOCATION AND CLASSIFICATION		
COUNCIL DIST	Multi-District	STATUS
PLANNING AREA	Not Applicable	CLASS
ADDRESS	Location Not Determined	FUNCTION
		Continued New Construction Mass Transit

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 16	EST FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	129500	0	9500	110500	30500	20000	20000	20000	20000	0	9500
CONST	0	0	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	129500	0	9500	110500	30500	20000	20000	20000	20000	0	9500

FUNDING SCHEDULE (000,S)											
OTHER	129500	0	9500	110500	30500	20000	20000	20000	20000	0	9500
TOTAL	129500	0	9500	110500	30500	20000	20000	20000	20000	0	9500

## DESCRIPTION AND JUSTIFICATION

DESCRIPTION: Creating the Purple Line, an east-west public transportation link between Montgomery and Prince George's counties, will address the growing congestion on the roads by providing an alternative to driving and providing more options to the number of people in the area who already rely on transit. This project will be funded through a combination of Federal, State, local and private funds.

JUSTIFICATION: The Purple Line will encourage economic development by connecting people to jobs. It will provide better, faster transit service in the corridor. It will increase the potential for Transit Oriented Development where planned at existing and identified stations in the corridor.

OPERATING IMPACT (000,S)	
DEBT SERVICE	0
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	0
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2015
YEAR FIRST IN CAPITAL BUDGET	FY 2015
CURRENT AUTH. THRU	FY 18 109500
CUMULATIVE APPROP. THRU	FY 18 29500
APPROPRIATION REQUESTED	10500
BONDS SOLD	0
OTHER FUNDS	9500
TOTAL FUNDS RECEIVED	9500
EXPENDITURES & ENCUMBRANCES	9500
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2024

## MAP



**THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM**

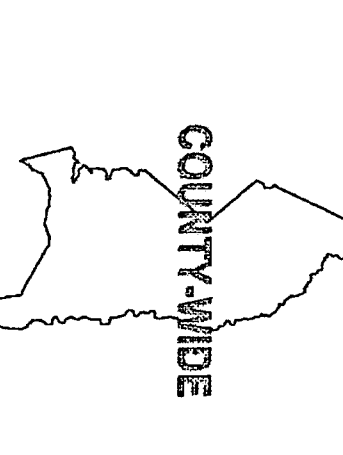
EXPENDITURE SCHEDULE (000'S)											
	TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	6900	459	1000	5000	5000	0	0	0	0	0	441
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	6900	459	1000	5000	5000	0	0	0	0	0	441

**DESCRIPTION:** This project provides funding for major roadway improvements and other public infrastructures in proximity to the County's Metro Stations. Street, bridge and intersection improvements are included to increase the capacity of the roadway network and to facilitate and improve safety of all modes of transportation. Improvements may include roadway widening and reconstruction, drainage improvements, traffic signal installation, street trees, street lights, storm drainage systems, water quality and quantity improvements and all other improvements necessary to design and construct complete green streets.

**JUSTIFICATION:** These improvements will support economic development and Transit Oriented Development in and around the County's Metro Stations.

**JUSTIFICATION:** These improvements will support economic development and Transit Oriented Development in and around the County's Metro Stations.

APPROPRIATION DATA (000.'S)	
YEAR FIRST IN CIP	FY 2013
YEAR FIRST IN CAPITAL BUDGET	FY 2014
CURRENT AUTH. THRU	FY 18 1459
CUMULATIVE APPROP. THRU	FY 18 1459
APPROPRIATION REQUESTED	5000
BONDS SOLD	1459
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	1459
UNENCUMBERED BALANCE	0



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
HL719613	LANGLEY PARK BRANCH	LIBRARY
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Two Takoma Park-Langley Park Location Not Determined	STATUS CLASS FUNCTION Continued New Construction Libraries

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	1500	0	0	1500	400	1100	0	0	0	0	0
LAND	2000	0	0	2000	1000	1000	0	0	0	0	0
CONST	17165	0	0	17165	0	6900	10265	0	0	0	0
EQUIP	2100	0	0	2100	0	0	2100	0	0	0	0
OTHER	585	0	0	585	0	0	585	0	0	0	0
TOTAL	23350	0	0	23350	1400	9000	12950	0	0	0	0

FUNDING SCHEDULE (000,S)										
G O BDS	23350	0	0	23350	1400	9000	12950	0	0	0
TOTAL	23350	0	0	23350	1400	9000	12950	0	0	0

## DESCRIPTION AND JUSTIFICATION

DESCRIPTION: This project provides for the design and construction of a new branch library. The new facility will be approximately 40,000 square feet and include the Langley Boys and Girls Club.

JUSTIFICATION: This new library is warranted because the community's existing library services are not adequate to serve the current population.

OPERATING IMPACT (000,S)	
DEBT SERVICE	2102
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	2102
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2009
YEAR FIRST IN CAPITAL BUDGET	FY 2014
CURRENT AUTH. THRU	FY 18 22350
CUMULATIVE APPROP. THRU	FY 18 400
APPROPRIATION REQUESTED	1000
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	06/2020

LAST UPDATE: 04/12/2018

## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA771023	SYSTEMIC REPLACEMENTS 2	BOARD OF EDUCATION
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable County-wide	STATUS CLASS FUNCTION
		Original Rehabilitation Instruction

EXPENDITURE SCHEDULE (000,S)									
	TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22
PLANS	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	478024	17427	174248	286349	61349	45000	45000	45000	45000
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	478024	17427	174248	286349	61349	45000	45000	45000	45000

FUNDING SCHEDULE (000,S)									
G O B D S	194872	3107	75256	116609	16609	20000	20000	20000	20000
STATE	279513	29232	80541	169740	44740	25000	25000	25000	25000
OTHER	3539	3539	0	0	0	0	0	0	0
TOTAL	478024	35678	155787	286348	61349	45000	45000	45000	45000

## DESCRIPTION AND JUSTIFICATION

DESCRIPTION: This project provides funding to replace old and failing mechanical, electrical, building envelope and structural systems in older school facilities.

JUSTIFICATION: Presently, over 100 buildings are in need of major component or system replacements, e.g., roofs, boilers, air-conditioning, elevators, energy and fuel systems. Projects are prioritized as a result of physical inspections, review of repair histories, age and type of building system.

1

## OPERATING IMPACT (000,S)

DEBT SERVICE 17547  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 17547  
COST SAVINGS 0

## APPROPRIATION DATA (000,S)

YEAR FIRST IN CIP FY 2009  
YEAR FIRST IN CAPITAL BUDGET FY 2009  
CURRENT AUTH. THRU FY 18 505729  
CUMULATIVE APPROP. THRU FY 18 280729

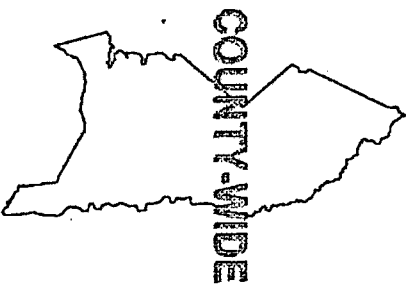
APPROPRIATION REQUESTED 0

BONDS SOLD 78363  
OTHER FUNDS 113312  
TOTAL FUNDS RECEIVED 191675  
EXPENDITURES & ENCUMBRANCES 191675  
UNENCUMBERED BALANCE 0

## PROJECT STATUS

LAND STATUS Publicly Owned Land  
PROJECT STATUS Under Construction  
PERCENT COMPLETED 17  
ESTIMATED COMPLETION DATE 06/2022

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AAT70863	SUITLAND HS COMPLEX	BOARD OF EDUCATION
COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
Seven Suitland, District Heights & Vicinity Location Not Determined		Original Replacement Instruction

EXPENDITURE SCHEDULE (000,S)									
TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23
PLANS	2000	0	2000	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0
CONST	152259	0	152259	0	45000	40000	48470	18789	0
EQUIP	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TOTAL	154259	0	152259	0	45000	40000	48470	18789	0

FUNDING SCHEDULE (000,S)									
G O BOS	89470	0	2000	87470	0	35000	20000	28470	4000
STATE	64789	0	0	64789	0	10000	20000	20000	14789
TOTAL	154259	0	2000	152259	0	45000	40000	48470	18789

## DESCRIPTION AND JUSTIFICATION

DESCRIPTION: A full renovation/replacement is recommended for the entire Suitland High School Campus including the main building, the annex, the auditorium, and the vocational wing driven by educational adequacy deficiencies, an inefficient layout (with four buildings), and the poor condition of the building systems.

JUSTIFICATION: Suitland HS was identified as having critical systems deterioration and therefore prioritized to be among the first schools to be addressed in the PGOPS modernization program.

## OPERATING IMPACT (000,S)

DEBT SERVICE 8052  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 8052  
COST SAVINGS 0

## APPROPRIATION DATA (000,S)

YEAR FIRST IN CIP FY 2010  
YEAR FIRST IN CAPITAL BUDGET FY 2017  
CURRENT AUTH. THRU FY 18 160259  
CUMULATIVE APPROP. THRU FY 18 8000

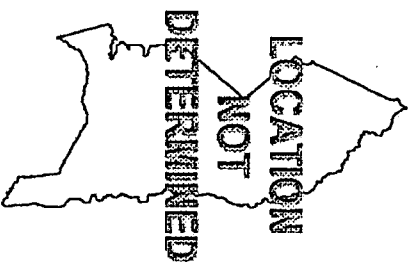
APPROPRIATION REQUESTED 0

BONDS SOLD 2000  
OTHER FUNDS 0  
TOTAL FUNDS RECEIVED 2000  
EXPENDITURES & ENCUMBRANCES 2000  
UNENCUMBERED BALANCE 0

## PROJECT STATUS

LAND STATUS Location Not Determined  
PROJECT STATUS Design Not Begun  
PERCENT COMPLETED 0  
ESTIMATED COMPLETION DATE 08/2022

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA772953	LAND ACQUISITION	BOARD OF EDUCATION
COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION
	Multi-District Not Applicable County-wide	Continued Land Acquisition Instruction

	TOTAL	THRU FY 18	EST FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	10000	0	0	10000	0	2000	2000	2000	2000	2000	0
CONST	7901	6752	1149	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	17901	6752	1149	10000	0	2000	2000	2000	2000	2000	0

	TOTAL	THRU FY 18	EST FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
GO BDS	17901	7000	901	10000	0	2000	2000	2000	2000	2000	0
TOTAL	17901	7000	901	10000	0	2000	2000	2000	2000	2000	0

## FUNDING SCHEDULE (000.S)

DESCRIPTION: This project provides funds for acquisition of private property to be used for school sites.

JUSTIFICATION: With the rapid growth in population in Prince George's County, the locations needed for schools often do not align with the limited inventory of sites owned by the Board of Education, M-NCPPC, and the County government. The acquisition of private properties to supplement the inventory of publicly-owned sites will become an increasing reality in future years. Future request for private property acquisitions to be determined.

OPERATING IMPACT (000.S)
DEBT SERVICE
MAINTENANCE COSTS
OPERATING COSTS
TOTAL
COST SAVINGS

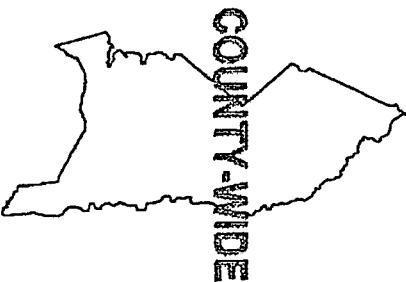
## APPROPRIATION DATA (000.S)

YEAR FIRST IN CIP	FY 2002
YEAR FIRST IN CAPITAL BUDGET	FY 18 19901
CURRENT AUTH. THRU	FY 18 9801
CUMULATIVE APPROP. THRU	
APPROPRIATION REQUESTED	0
BONDS SOLD	7901
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	7901
EXPENDITURES & ENCUMBRANCES	7901
UNENCUMBERED BALANCE	0

## PROJECT STATUS

LAND STATUS Location Not Determined  
PROJECT STATUS Not Applicable  
PERCENT COMPLETED 78  
ESTIMATED COMPLETION DATE 06/2023

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY		
AA772603	PLANNING APPROVAL	BOARD OF EDUCATION		
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable County-wide	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Continued Non Construction Instruction

	TOTAL	THRU FY 18	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	25500	0	0	25500	0	5500	5000	5000	5000	5000	0
LAND	10250	8190	2060	0	0	0	0	0	0	0	0
CONST	0	0	0	0	0	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	35750	8190	2060	25500	0	5500	5000	5000	5000	5000	0

	TOTAL	THRU FY 18	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
G O BDS	35750	8350	1900	25500	0	5500	5000	5000	5000	5000	0
TOTAL	35750	8350	1900	25500	0	5500	5000	5000	5000	5000	0

## DESCRIPTION AND JUSTIFICATION

**DESCRIPTION:** This project provides the necessary funding to support capital projects that require both State construction funding and county funding to complete the design prior to the approval of State funds. Projects in this category include Open Space Pods, Systemic and other renovation type projects. By programming projects concurrently, this leads to a more expedient commence toward construction, once State funding is received.

**JUSTIFICATION:** This will further validate, update, quantify and justify the capital improvements need for the District, and provide source of funds to initiate planning and design earlier than customary for capital improvement in the BOE six-year plan. The result of this assessment will set the stage for projects immediate needs and prioritization.

## OPERATING IMPACT (000,S)

DEBT SERVICE 3218  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 3218  
COST SAVINGS 0

## APPROPRIATION DATA (000,S)

YEAR FIRST IN CIP FY 2002  
YEAR FIRST IN CAPITAL BUDGET FY 2002  
CURRENT AUTH. THRU FY 18 42250  
CUMULATIVE APPROP. THRU FY 18 16750

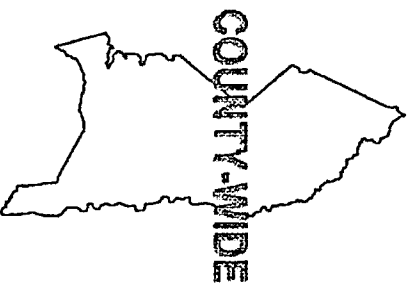
APPROPRIATION REQUESTED 0

BONDS SOLD 10250  
OTHER FUNDS 0  
TOTAL FUNDS RECEIVED 10250  
EXPENDITURES & ENCUMBRANCES 10250  
UNENCUMBERED BALANCE 0

## PROJECT STATUS

LAND STATUS No Land Involved  
PROJECT STATUS Not Applicable  
PERCENT COMPLETED 100  
ESTIMATED COMPLETION DATE 08/2023

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY								
AA779583	CODE CORRECTIONS	BOARD OF EDUCATION								
COUNCIL DIST PLANNING AREA ADDRESS										
Multi-District Not Applicable County-wide										
STATUS CLASS FUNCTION										
Continued Rehabilitation Instruction										
EXPENDITURE SCHEDULE (000,S)										
TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	600	600	0	0	0	0	0	0	0	0
LAND	1046	0	1046	0	0	0	0	0	0	0
CONST	28217	10402	315	17500	2500	3000	3000	3000	3000	0
EQUIP	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL	29863	11002	1361	17500	2500	3000	3000	3000	3000	0
FUNDING SCHEDULE (000,S)										
G O BDS	28581	8720	1361	17500	2500	3000	3000	3000	3000	0
OTHER	1282	1282	0	0	0	0	0	0	0	0
TOTAL	29863	11002	1361	17500	2500	3000	3000	3000	3000	0

## OPERATING IMPACT (000,S)

DEBT SERVICE 2572  
 MAINTENANCE COSTS 0  
 OPERATING COSTS 0  
 TOTAL 2572  
 COST SAVINGS 0

## APPROPRIATION DATA (000,S)

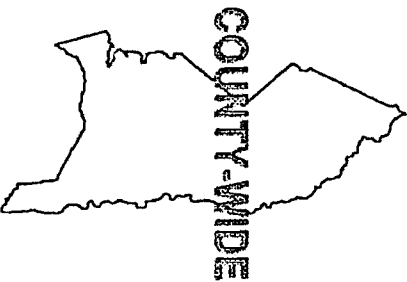
YEAR FIRST IN CIP FY 1981  
 YEAR FIRST IN CAPITAL BUDGET FY 1981  
 CURRENT AUTH. THRU FY 18 31363  
 CUMULATIVE APPROP. THRU FY 18 16363  
 APPROPRIATION REQUESTED 0

BONDS SOLD 11081  
 OTHER FUNDS 1282  
 TOTAL FUNDS RECEIVED 12363  
 EXPENDITURES & ENCUMBRANCES 12363  
 UNENCUMBERED BALANCE 0

## PROJECT STATUS

LAND STATUS Publicly Owned Land  
 PROJECT STATUS Design Stage  
 PERCENT COMPLETED 75  
 ESTIMATED COMPLETION DATE 06/2023

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA778691	CENTRAL GARAGE/TRANSP. DEPT. IMPROVEMENTS	BOARD OF EDUCATION
COUNCIL DIST PLANNING AREA ADDRESS		
Mutt District Not Applicable County-wide		
LOCATION AND CLASSIFICATION		
STATUS CLASS FUNCTION		
Continued Rehabilitation Instruction		

EXPENDITURE SCHEDULE (000,S)										
	TOTAL	THRU FY 16	EST FY 17	TOTAL 6 YRS	BUDYR FY 18	FY 18	FY 20	FY 21	FY 22	FY 23
PLANS	298	134	38	126	36	18	18	18	18	18
LAND	0	0	0	0	0	0	0	0	0	0
CONST	17013	1219	4091	11703	1928	1955	1955	1955	1955	1955
EQUIP	211	57	39	115	20	19	19	19	19	19
OTHER	110	36	18	56	16	8	8	8	8	8
TOTAL	17632	1446	4186	12000	2000	2000	2000	2000	2000	2000

FUNDING SCHEDULE (000,S)										
	G O BDS	17187	2387	2800	12000	2000	2000	2000	2000	2000
OTHER	445	0	445	0	0	0	0	0	0	0
TOTAL	17632	2387	3245	12000	2000	2000	2000	2000	2000	2000

## DESCRIPTION AND JUSTIFICATION

**DESCRIPTION:** This project seeks to improve bus and vehicle service areas at several locations. A feasibility study will be conducted to develop a phased program to improve working conditions at these facilities, enhance worker productivity, and to provide safer working conditions. Fully-enclosed service sheds will be provided at several bus lots.

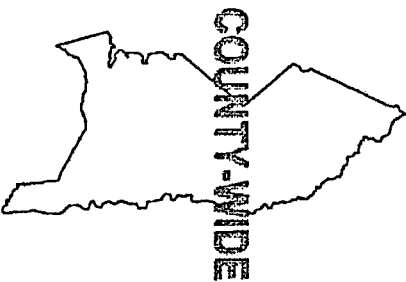
**JUSTIFICATION:** There is a critical need to provide the bus lot mechanics with workspace that affords protection from the elements. These work stations will eliminate the need to transfer buses from bus lots to one of the three garages for repairs.

OPERATING IMPACT (000,S)	
DEBT SERVICE	1547
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	1547
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2001
YEAR FIRST IN CAPITAL BUDGET	FY 2006
CURRENT AUTH. THRU	FY 18 19632
CUMULATIVE APPROP. THRU	FY 18 9632
APPROPRIATION REQUESTED	0
BONDS SOLD	5187
OTHER FUNDS	445
TOTAL FUNDS RECEIVED	5632
EXPENDITURES & ENCUMBRANCES	5632
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	21
ESTIMATED COMPLETION DATE	08/2023

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA770503	FAIRMONT HEIGHTS HIGH SCHOOL	BOARD OF EDUCATION
LOCATION AND CLASSIFICATION		
COUNCIL DIST	Five	STATUS
PLANNING AREA	Landover Area	CLASS
ADDRESS	6501 Columbia Park Road	FUNCTION
		Original Replacement Instruction

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 16	EST FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	1000	1000	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	102756	18302	65644	18810	18810	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	103756	19302	65644	18810	18810	0	0	0	0	0	0

FUNDING SCHEDULE (000.S)										
	G O BOS	18859	54887	18810	18810	0	0	0	0	0
	STATE	10985	5000	5865	0	0	0	0	0	0
	OTHER	115	0	115	0	0	0	0	0	0
	TOTAL	103756	23859	61087	18810	18810	0	0	0	0

## DESCRIPTION AND JUSTIFICATION

DESCRIPTION: The school is designed for with overall sq. ft. of 190,058. The Board of Education and the County Council approved a school for a State Rated Capacity of 953 seats. This would represent a replacement school with no added seats. Based on the State's approval of the feasibility study to support a replacement school, the school will include a state-of-the-art educational facility to support the Secondary School Reform Initiative which will include an Academy of Environmental Studies, Academy of Informational Technology, Academy of Performing Arts, Wellness Center, Regional Special Education Program, ESOL, and other educational programs, including the CASE program of study.

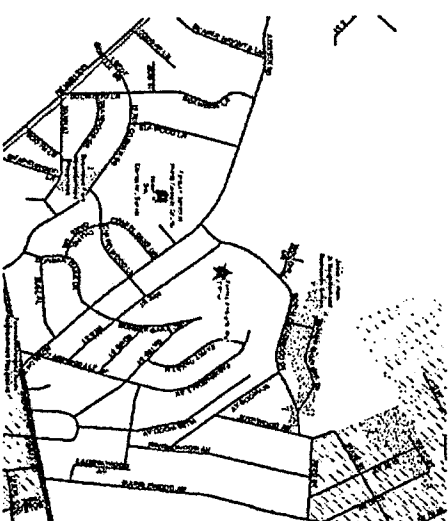
JUSTIFICATION: This school will be a replacement school designed to the State's High Performance Building guidelines to achieve a LEED Gold 2009 for Schools (New Construction and Major Renovation project).

OPERATING IMPACT (000,S)	
DEBT SERVICE	8339
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	8339
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2007
YEAR FIRST IN CAPITAL BUDGET	FY 2007
CURRENT AUTH. THRU	FY 18 93946
CUMULATIVE APPROP. THRU	FY 18 93946
APPROPRIATION REQUESTED	9810
BONDS SOLD	73846
OTHER FUNDS	11100
TOTAL FUNDS RECEIVED	84946
EXPENDITURES & ENCUMBRANCES	84946
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Location Not Determined
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	9
ESTIMATED COMPLETION DATE	08/2017

## MAP



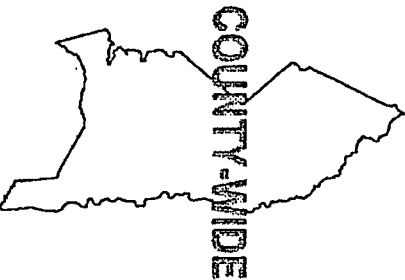
## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY									
AA779153	MAJOR REPAIRS	BOARD OF EDUCATION									
LOCATION AND CLASSIFICATION											
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable County-wide	STATUS CLASS FUNCTION  Continued Rehabilitation Instruction									
EXPENDITURE SCHEDULE (000.S)											
	TOTAL	THRU FY 16	EST FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	1265	776	329	160	0	32	32	32	32	32	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	154057	61671	12941	79445	29605	9968	9968	9968	9968	9968	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	155322	62447	13270	79605	29605	10000	10000	10000	10000	10000	0
FUNDING SCHEDULE (000.S)											
G O BDS	146280	60711	9519	76030	26030	10000	10000	10000	10000	10000	0
STATE	2700	0	0	2700	2700	0	0	0	0	0	0
OTHER	6362	1736	3751	875	875	0	0	0	0	0	0
TOTAL	155322	62447	13270	79605	29605	10000	10000	10000	10000	10000	0

OPERATING IMPACT (000.S)	
DEBT SERVICE	13163
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	13163
COST SAVINGS	0

APPROPRIATION DATA (000.S)	
YEAR FIRST IN CIP	FY 1988
YEAR FIRST IN CAPITAL BUDGET	FY 1988
CURRENT AUTH. THRU	FY 18 143734
CUMULATIVE APPROP. THRU	FY 18 93734
APPROPRIATION REQUESTED	11588
BONDS SOLD	70230
OTHER FUNDS	5487
TOTAL FUNDS RECEIVED	75717
EXPENDITURES & ENCUMBRANCES	75717
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	90
ESTIMATED COMPLETION DATE	06/2023



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA770083	SECONDARY SCHOOL REFORM (SSR)	BOARD OF EDUCATION
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable Various Locations	LOCATION AND CLASSIFICATION  STATUS CLASS FUNCTION  Original New Construction Instruction

	TOTAL	THRU FY 16	EST. FY 17	TOTAL 8 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 8 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	13569	1962	1604	10003	10003	0	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	13569	1962	1604	10003	10003	0	0	0	0	0	0

	TOTAL	THRU FY 16	EST. FY 17	TOTAL 8 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 8 YRS
G O BDS	13569	1962	1604	10003	10003	0	0	0	0	0	0
TOTAL	13569	1962	1604	10003	10003	0	0	0	0	0	0

## FUNDING SCHEDULE (000.S)

**DESCRIPTION AND JUSTIFICATION**

DESCRIPTION: The County is currently involved in a Secondary School Reform Initiative. This initiative is driven by the goal that all students will be college and/or career ready. To accomplish this, all high schools will need to offer courses and programs that have a proven track record to college and career success. Specifically, this means the expansion of AP courses in all high schools, the inclusion of thriving IB programs balanced across the five geographic clusters. Each high school will then develop a signature program that will reflect the vision of the school staff, students and community members. FY 2017 funding is for Largo HS SSR, Surratsville HS SSR, Gwynn Park HS SSR, Duval HS SSR and Frederick Douglass HS SSR.

JUSTIFICATION: To implement this rigorous plan, high schools will need additional classrooms to accommodate classes with smaller than a 25:1 ratio. In addition, facilities will need to respond to the signature programs developed at each school.

## OPERATING IMPACT (000.S)

DEBT SERVICE 1221  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 1221  
COST SAVINGS 0

## APPROPRIATION DATA (000.S)

YEAR FIRST IN CIP FY 2012  
YEAR FIRST IN CAPITAL BUDGET FY 2012  
CURRENT AUTH. THRU FY 18 3566  
CUMULATIVE APPROP. THRU FY 18 3566

APPROPRIATION REQUESTED 10003  
BONDS SOLD 3566  
OTHER FUNDS 0  
TOTAL FUNDS RECEIVED 3566  
EXPENDITURES & ENCUMBRANCES 3566  
UNENCUMBERED BALANCE 0

## PROJECT STATUS

LAND STATUS Publicly Owned Land  
PROJECT STATUS Design Not Begun  
PERCENT COMPLETED 0  
ESTIMATED COMPLETION DATE 08/2017

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA770313	KITCHEN AND FOOD SERVICES	BOARD OF EDUCATION
COUNCIL DIST PLANNING AREA ADDRESS		
Multi-District Not Applicable County-wide		
LOCATION AND CLASSIFICATION		
STATUS CLASS FUNCTION		
Original Rehabilitation Instruction		

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 18	EST FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 18	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	29208	3841	4070	21297	6297	3000	3000	3000	3000	3000	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	29208	3841	4070	21297	6297	3000	3000	3000	3000	3000	0

FUNDING SCHEDULE (000,S)											
G O BDS	29208	3841	4070	21297	6297	3000	3000	3000	3000	3000	0
TOTAL	29208	3841	4070	21297	6297	3000	3000	3000	3000	3000	0

## DESCRIPTION AND JUSTIFICATION

**DESCRIPTION:** This project includes short-term and long-term capital improvements to the food service facilities and equipment.

**JUSTIFICATION:** This project would allow the Department of Food and Nutrition Services to design a best use plan for new or renovated kitchens, and to develop new and efficient delivery systems to achieve maximum output within a minimum amount of space using minimum amount of labor.

## OPERATING IMPACT (000,S)

DEBT SERVICE 2629  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 2629  
COST SAVINGS 0

## APPROPRIATION DATA (000,S)

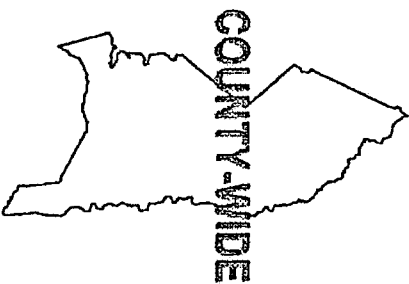
YEAR FIRST IN CIP FY 2011  
YEAR FIRST IN CAPITAL BUDGET FY 2011  
CURRENT AUTH. THRU FY 18 25911  
CUMULATIVE APPROP. THRU FY 18 10911  
APPROPRIATION REQUESTED 3297

BONDS SOLD 7911  
OTHER FUNDS 0  
TOTAL FUNDS RECEIVED 7911  
EXPENDITURES & ENCUMBRANCES 7911  
UNENCUMBERED BALANCE 0

## PROJECT STATUS

LAND STATUS No Land Involved  
PROJECT STATUS Not Applicable  
PERCENT COMPLETED 0  
ESTIMATED COMPLETION DATE 06/2023

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA770863	TULIP GROVE ES REPLACEMENT	BOARD OF EDUCATION
COUNCIL DIST PLANNING AREA ADDRESS		
Four Bowie Vichity 2809 Trainor Lane		
LOCATION AND CLASSIFICATION		
STATUS CLASS FUNCTION		
Original Replacement Instruction		

EXPENDITURE SCHEDULE (000.S)											
	TOTAL	THRU FY 18	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	31596	1552	15279	14765	11765	3000	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	31596	1552	15279	14765	11765	3000	0	0	0	0	0

FUNDING SCHEDULE (000.S)											
G O BDS	26522	1552	14080	9880	6880	3000	0	0	0	0	0
STATE	6074	0	1189	4885	4885	0	0	0	0	0	0
TOTAL	31596	1552	15279	14765	11765	3000	0	0	0	0	0

## DESCRIPTION AND JUSTIFICATION

DESCRIPTION: Tulip Grove Elementary is a one-story, 42,275 sq. ft. facility built in 1964 with a small addition in 1971. This school is currently undergoing major renovations of existing 23,350 SF and an addition of 41,480 SF to meet the educational requirements. The facility will be designed with new state-of-the-art "GREEN" school features, for a larger State Rated Capacity of 411 students.

JUSTIFICATION: This is one of the nine schools recommended for replacement in the May 8, 2008, updated Facility Assessment Study. The 2012 Updated Facility Assessment confirmed that this school had an FCI of 76.28% which indicates poor condition.

OPERATING IMPACT (000.S)	
DEBT SERVICE	2297
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	2297
COST SAVINGS	0

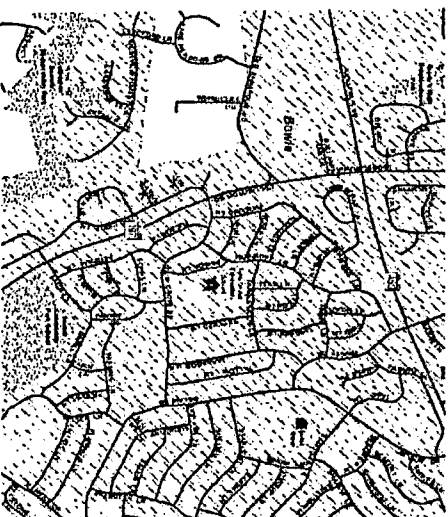
APPROPRIATION DATA (000.S)	
YEAR FIRST IN CIP	FY 2010
YEAR FIRST IN CAPITAL BUDGET	FY 2015
CURRENT AUTH. THRU	FY 18 26716
CUMULATIVE APPROP. THRU	FY 18 23716
APPROPRIATION REQUESTED	4880
BONDS SOLD	15642
OTHER FUNDS	1189
TOTAL FUNDS RECEIVED	16831
EXPENDITURES & ENCUMBRANCES	16831
UNENCUMBERED BALANCE	0

## PROJECT STATUS

LAND STATUS  
PROJECT STATUS  
PERCENT COMPLETED  
ESTIMATED COMPLETION DATE

Location Not Determined  
Design Not Begun  
0  
06/2019

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO. PROJECT NAME AGENCY

AA770063 C. ELIZABETH RIEG ES RENOVATION

BOARD OF EDUCATION

COUNCIL DIST	LOCATION AND CLASSIFICATION	STATUS
PLANNING AREA	Four	Original
ADDRESS	City of Bowie	Replacement
	15542 Peach Walker Drive	Instruction

OPERATING IMPACT (000.S)

DEBT SERVICE	379
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	379
COST SAVINGS	0

APPROPRIATION DATA (000.S)

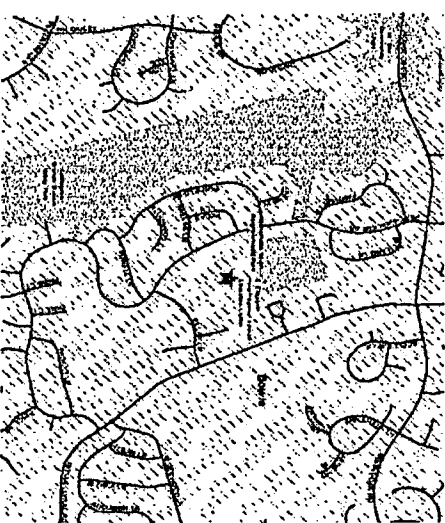
YEAR FIRST IN CIP	FY 2012
YEAR FIRST IN CAPITAL BUDGET	FY 2015
CURRENT AUTH. THRU	FY 18 7774
CUMULATIVE APPROP. THRU	FY 18 64
APPROPRIATION REQUESTED	436

BONDS SOLD	64
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	64
EXPENDITURES & ENCUMBRANCES	64
UNENCUMBERED BALANCE	0

PROJECT STATUS

LAND STATUS	Publicly Owned Land
PROJECT STATUS	Design Not Begun
PERCENT COMPLETED	0
ESTIMATED COMPLETION DATE	08/2018

MAP



EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	8146	0	0	8146	436	7710	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	64	64	0	0	0	0	0	0	0	0	0
TOTAL	8210	64	0	8146	436	7710	0	0	0	0	0

FUNDING SCHEDULE (000.S)										
G O BDS	4209	64	0	4145	436	3709	0	0	0	0
STATE	4001	0	0	4001	0	4001	0	0	0	0
TOTAL	8210	64	0	8146	436	7710	0	0	0	0

DESCRIPTION AND JUSTIFICATION

DESCRIPTION: Built in 1978, the school served 103 students in FY 2015. The school is currently planned to accommodate students with severe and profound disabilities from all PGCCPS schools and to provide them with a full continuum of Special Education Services including: a therapy tank with locker rooms, toilet/changing rooms, special education classrooms and storage, equipment storage, laundry room, speech therapy, coordinators and other related services offices, a conference room, health room with toilets, computer lab, sensory integration lab, records storage, and OT, PT and MOVE. PGCCPS is proposing a limited renovation project with educational enhancements. The project will also include five major systemic improvements in addition to educational upgrades.

JUSTIFICATION: The project is aligned with the Prince George's County Public Schools FY 2017 EFMP, Section 5 Facilities Need Analysis.

## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA770223	BOWIE HS ANNEX LIMITED RENOVATION	BOARD OF EDUCATION
LOCATION AND CLASSIFICATION		
COUNCIL DIST PLANNING AREA ADDRESS	Four Bowie Vicinity 15200 Annapolis Road	STATUS CLASS FUNCTION Original Rehabilitation Instruction

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 16	EST FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	1775	0	0	1775	775	1000	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	16970	0	0	16970	0	16970	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	18745	0	0	18745	775	17970	0	0	0	0	0

FUNDING SCHEDULE (000,S)											
G O BDS	12571	0	0	12571	775	11796	0	0	0	0	0
STATE	6174	0	0	6174	0	6174	0	0	0	0	0
TOTAL	18745	0	0	18745	775	17970	0	0	0	0	0

## DESCRIPTION AND JUSTIFICATION

DESCRIPTION: The original building was constructed in 1963. The project includes a limited renovation and improvement to the existing instructional spaces to include selected educational program enhancements and a minimum of five systemic improvements.

JUSTIFICATION: The project is aligned with the Prince George's County Public Schools FY 2017 EFMP, Section 5 Facilities Need Analysis.

## OPERATING IMPACT (000,S)

DEBT SERVICE 1131  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 1131  
COST SAVINGS 0

## APPROPRIATION DATA (000,S)

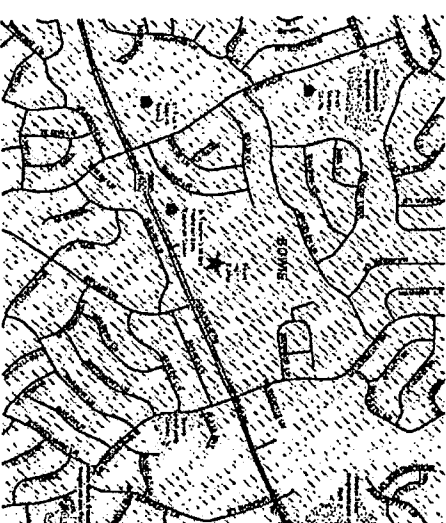
YEAR FIRST IN CIP FY 2015  
YEAR FIRST IN CAPITAL BUDGET FY 2015  
CURRENT AUTH. THRU FY 18 0  
CUMULATIVE APPROP. THRU FY 18 0  
APPROPRIATION REQUESTED 775

BONDS SOLD 0  
OTHER FUNDS 0  
TOTAL FUNDS RECEIVED 0  
EXPENDITURES & ENCUMBRANCES 0  
UNENCUMBERED BALANCE 0

## PROJECT STATUS

LAND STATUS Publicly Owned Land  
PROJECT STATUS Design Not Begun  
PERCENT COMPLETED 0  
ESTIMATED COMPLETION DATE 08/2018

## MAP



## THE PRINCE GEORGES COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA70413	STEPHEN DECATUR MS SEI RENOVATION	BOARD OF EDUCATION
COUNCIL DIST PLANNING AREA ADDRESS		
Nine Clinton & Vicinity 6200 Pinewood Drive		
LOCATION AND CLASSIFICATION		
STATUS CLASS FUNCTION		
Original Rehabilitation Instruction		

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 16	EST FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	1209	0	0	1209	209	1000	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	10394	0	0	10394	0	10394	0	0	0	0	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	11603	0	0	11603	209	11394	0	0	0	0	0

FUNDING SCHEDULE (000,S)										
G O BDS	6990	0	0	6990	209	6781	0	0	0	0
STATE	4813	0	0	4813	0	4813	0	0	0	0
TOTAL	11603	0	0	11603	209	11394	0	0	0	0

## DESCRIPTION AND JUSTIFICATION

**DESCRIPTION:** The facility will be renovated to incorporate both the special education program requirements, and improve existing building conditions that affect the delivery of education all programs and services for all students. The school is a 120,070 sq. ft. facility located on a 16.4-acre site. As part of the special education future program and development plan, this school is planned to be renovated to house students from Oxon Hill Middle School, with a special education component.

**JUSTIFICATION:** PGCPs is proposing a Special Education Inclusion (SEI) renovation project with an addition to serve the 38 special education Regional Program students currently located at the Tanglemood Regional stand-alone facility. This is part of a District Initiative to close three of the four stand-alone Regional Schools.

1

OPERATING IMPACT (000,S)	
DEBT SERVICE	629
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	629
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2013
YEAR FIRST IN CAPITAL BUDGET	FY 2015
CURRENT AUTH. THRU	FY 18 0
CUMULATIVE APPROP. THRU	FY 18 0
APPROPRIATION REQUESTED	209
BONDS SOLD	0
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	0
EXPENDITURES & ENCUMBRANCES	0
UNENCUMBERED BALANCE	0

## PROJECT STATUS

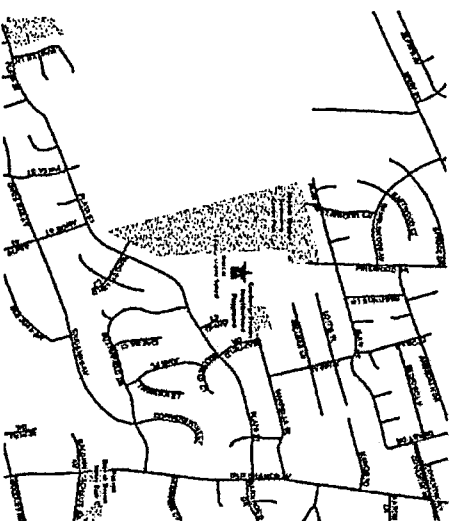
LAND STATUS No Land Involved

PROJECT STATUS Design Not Begun

PERCENT COMPLETED 0

ESTIMATED COMPLETION DATE 06/2019

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA774833	PARKING LOTS/ DRIVEWAYS	BOARD OF EDUCATION

COUNCIL DIST	Multi-District	LOCATION AND CLASSIFICATION	STATUS	Continued
PLANNING AREA	Not Applicable		CLASS	Rehabilitation
ADDRESS	County-wide		FUNCTION	Instruction

	TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	EXPENDITURE SCHEDULE (000,S)							BEYOND 6 YRS
						FY 19	FY 20	FY 21	FY 22	FY 23			
PLANS	0	0	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0	0	0
CONST	48574	3065	3052	42457	2457	8000	8000	8000	8000	8000	8000	8000	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	48574	3065	3052	42457	2457	8000	8000	8000	8000	8000	8000	8000	0

	G O BDS	47300	4115	728	FUNDING SCHEDULE (000,S)									
					42457	2457	8000	8000	8000	8000	8000	8000	8000	0
OTHER	1274	1274	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	48574	5389	728	42457	2457	8000	8000	8000	8000	8000	8000	8000	8000	0

## DESCRIPTION AND JUSTIFICATION

**DESCRIPTION:** This project provides funding for additional entrance/exit drives, vehicle turnarounds, bus waiting areas, sidewalks, and parent drop-off/pick-up areas at various school sites to accommodate the increased volume of traffic and improve on-site safety.

**JUSTIFICATION:** Most schools were built when a majority of students walked to school and driveways were designed to handle only staff and visitor parking with a limited number of school buses. With the increase in school bus traffic and the number of parents transporting children to and from school, driveways often cannot handle the traffic volume. This situation has resulted in congestion during arrival and dismissal times.

## OPERATING IMPACT (000,S)

DEBT SERVICE	4257
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	4257
COST SAVINGS	0

## APPROPRIATION DATA (000,S)

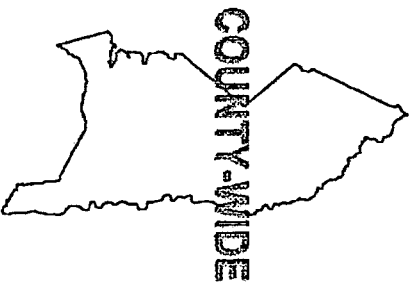
YEAR FIRST IN CIP	FY 2001
YEAR FIRST IN CAPITAL BUDGET	FY 2001
CURRENT AUTH. THRU	FY 18 48117
CUMULATIVE APPROP. THRU	FY 18 8117
APPROPRIATION REQUESTED	457

BONDS SOLD	4843
OTHER FUNDS	1274
TOTAL FUNDS RECEIVED	6117
EXPENDITURES & ENCUMBRANCES	6117
UNENCUMBERED BALANCE	0

## PROJECT STATUS

LAND STATUS	Publicly Owned Land
PROJECT STATUS	Under Construction
PERCENT COMPLETED	45
ESTIMATED COMPLETION DATE	08/2023

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA770633	SECURITY UPGRADES	BOARD OF EDUCATION

COUNCIL DIST PLANNING AREA ADDRESS	LOCATION AND CLASSIFICATION	STATUS CLASS FUNCTION	Original Rehabilitation Instruction
	Multi-District Not Applicable County-wide		

	TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	8418	3012	3582	1824	620	404	200	200	200	200	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	8418	3012	3582	1824	620	404	200	200	200	200	0

	TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
G O BDS	5057	3532	0	1525	321	404	200	200	200	200	0
OTHER	3361	0	3361	0	0	0	0	0	0	0	0
TOTAL	8418	3532	3361	1525	321	404	200	200	200	200	0

## FUNDING SCHEDULE (000,S)

DESCRIPTION: These projects will provide for a six year capital plan to provide a security camera infrastructure plan for the elementary, middle, high and other school facilities in Prince George's County.

JUSTIFICATION: Due to theft and vandalism, break-ins, student needs and overall security, the requested funding will provide the necessary equipment and infrastructure.

## OPERATING IMPACT (000,S)

DEBT SERVICE 455  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 455  
COST SAVINGS 0

## APPROPRIATION DATA (000,S)

YEAR FIRST IN CIP FY 2012  
YEAR FIRST IN CAPITAL BUDGET FY 2011  
CURRENT AUTH. THRU FY 18 8168  
CUMULATIVE APPROP. THRU FY 18 6964

APPROPRIATION REQUESTED 250

BONDS SOLD 3532  
OTHER FUNDS 3361  
TOTAL FUNDS RECEIVED 6893  
EXPENDITURES & ENCUMBRANCES 6594  
UNENCUMBERED BALANCE 299

## PROJECT STATUS

LAND STATUS Publicly Owned Land  
PROJECT STATUS Not Applicable  
PERCENT COMPLETED 0  
ESTIMATED COMPLETION DATE 06/2023

## MAP



## THE PRINCE GEORGE'S COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
AA770613	ADA UPGRADES	BOARD OF EDUCATION
COUNCIL DIST PLANNING AREA ADDRESS	Multi-District Not Applicable County-wide	STATUS CLASS FUNCTION
		Original Rehabilitation Instruction

	TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	0	0	0	0	0	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	9525	982	1518	7025	2025	1000	1000	1000	1000	1000	0
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	9525	982	1518	7025	2025	1000	1000	1000	1000	1000	0

	TOTAL	THRU FY 16	EST. FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
G O BDS	9500	1084	1406	7000	2000	1000	1000	1000	1000	1000	0
OTHER	25	0	0	25	25	0	0	0	0	0	0
TOTAL	9525	1084	1406	7025	2025	1000	1000	1000	1000	1000	0

## FUNDING SCHEDULE (000,S)

**DESCRIPTION: This project will address ADA improvements to all school buildings. In May 2008, the updated Facility Assessment Study of 184 existing school facilities was completed. FY18 "Other" funding will come from Rosecroft funds for James Ryder Randall ES for 2 ID scanners and for repairs to wheelchair assessable ramp.**

**JUSTIFICATION: All Prince George's County Public Schools were originally built to comply with the codes and building standards in effect at the time of design and construction. Annual inspections of our facilities continue to identify life safety conditions that fail to meet present codes.**

## OPERATING IMPACT (000,S)

DEBT SERVICE 855  
MAINTENANCE COSTS 0  
OPERATING COSTS 0  
TOTAL 855  
COST SAVINGS 0

## APPROPRIATION DATA (000,S)

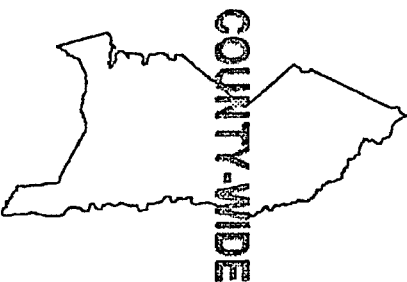
YEAR FIRST IN CIP FY 2012  
YEAR FIRST IN CAPITAL BUDGET FY 2014  
CURRENT AUTH. THRU FY 18 9025  
CUMULATIVE APPROP. THRU FY 18 4025

APPROPRIATION REQUESTED 500  
BONDS SOLD 2500  
OTHER FUNDS 0  
TOTAL FUNDS RECEIVED 2500  
EXPENDITURES & ENCUMBRANCES 2500  
UNENCUMBERED BALANCE 0

## PROJECT STATUS

LAND STATUS Publicly Owned Land  
PROJECT STATUS Not Applicable  
PERCENT COMPLETED 25  
ESTIMATED COMPLETION DATE 06/2023

## MAP



## THE PRINCE GEORGES COUNTY FY 2018-2023 APPROVED CAPITAL IMPROVEMENT PROGRAM

CIP ID NO.	PROJECT NAME	AGENCY
DV546001	CLEAN WATER PARTNERSHIP NPDES/MS4	STORMWATER MGT DIST
COUNCIL DIST PLANNING AREA ADDRESS		
Multi-District Not Applicable County-wide		
LOCATION AND CLASSIFICATION		
STATUS CLASS FUNCTION		
Revised Rehabilitation Storm Drainage		

EXPENDITURE SCHEDULE (000,S)											
	TOTAL	THRU FY 18	EST FY 17	TOTAL 6 YRS	BUD YR FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	BEYOND 6 YRS
PLANS	22969	6109	6900	9960	9960	0	0	0	0	0	0
LAND	0	0	0	0	0	0	0	0	0	0	0
CONST	256102	932	32400	193470	46970	29300	29300	29300	29300	29300	29300
EQUIP	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0
TOTAL	279071	7041	39300	203430	56930	29300	29300	29300	29300	29300	29300

FUNDING SCHEDULE (000,S)											
SW BDS	271851	7041	39300	196310	49810	29300	29300	29300	29300	29300	29300
OTHER	7120	0	0	7120	7120	0	0	0	0	0	0
TOTAL	278971	7041	39300	203430	56930	29300	29300	29300	29300	29300	29300

## DESCRIPTION AND JUSTIFICATION

DESCRIPTION: This project provides funding for countywide water quality restoration implemented by the Public Private Partnership (P3) of untreated impervious areas with water quality/urban retrofit BMPs, stream restoration techniques and other approaches through the administration of the County's Clean Water Partnership Agreement. Projects for impervious restoration take place within public roadway areas, public property, private property and other identified areas. Inherent in this program is public outreach and education, training and local job participation.

JUSTIFICATION: Maryland Department of the Environment MS4 permit issued to the County mandates the requirement for impervious area restoration.

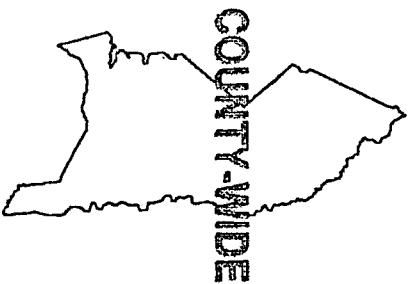
1

OPERATING IMPACT (000,S)	
DEBT SERVICE	24476
MAINTENANCE COSTS	0
OPERATING COSTS	0
TOTAL	24476
COST SAVINGS	0

APPROPRIATION DATA (000,S)	
YEAR FIRST IN CIP	FY 2016
YEAR FIRST IN CAPITAL BUDGET	FY 2016
CURRENT AUTH. THRU	FY 18 242651
CUMULATIVE APPROP. THRU	FY 18 96151
APPROPRIATION REQUESTED	7120
BONDS SOLD	46341
OTHER FUNDS	0
TOTAL FUNDS RECEIVED	46341
EXPENDITURES & ENCUMBRANCES	46341
UNENCUMBERED BALANCE	0

PROJECT STATUS	
LAND STATUS	No Land Involved
PROJECT STATUS	Under Construction
PERCENT COMPLETED	35
ESTIMATED COMPLETION DATE	06/2024

## MAP





# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 7/17/2018 **Effective Date:** 9/24/2018  
**Reference No.:** CB-024-2018 **Chapter Number:** 17  
**Draft No.:** 1 **Public Hearing Date:** 7/17/2018 @ 1:30 PM  
**Proposer(s):** County Executive  
**Sponsor(s):** Davis, Franklin, Glaros, Harrison, Lehman, Patterson, Taveras, Toles and Turner  
**Item Title:** AN ACT CONCERNING SUPPLEMENTARY APPROPRIATIONS IN THE APPROVED FISCAL YEAR 2018 CAPITAL BUDGET for the purpose of providing supplementary appropriations to the Contingency Appropriation Fund, Clean Water Partnership NPDES/MS4 Project, Fairmont Heights High School Replacement, Major Repairs, Secondary School Reform, Kitchen and Food Services, Tulip Grove ES Replacement, C. Elizabeth Reig ES Renovation, Bowie HS Annex Limited Renovation, Stephen Decatur MS SEI Renovation, Parking Lot/Driveways, Security Upgrades and ADA Upgrade projects; decreasing appropriations to the Contingency Appropriation Fund project, Systemic Replacement 2, Suitland High School Complex, Land Acquisition, Planning Approval, Code Corrections and Central Garage/Transportation Department Improvement Projects; and amending the Approved Fiscal Year 2018 - 2023 Capital Improvement Program with regard to expenditures and financing beyond the budget year.

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**Drafter:** Carole Lowe-Nedab, Office of Management and Budget  
**Resource Personnel:** Stanley A. Earley, Office of Management and Budget

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
06/05/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
06/07/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Turner, seconded by Council Member Patterson, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote:		

Aye: 4 Davis, Turner, Lehman and Patterson

Absent: 1 Taveras

06/19/2018 County Council introduced

**Action Text:**

This Council Bill was introduced by Council Members Lehman, Davis, Glaros, Harrison, Turner, Taveras, Franklin, Patterson and Toles.

07/17/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

07/17/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Council Member Taveras, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 7 Glaros, Davis, Franklin, Harrison, Patterson, Taveras and Toles

Absent: 2 Lehman and Turner

08/07/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This legislation concerns supplementary appropriations in the amount of \$6,500,000 for the Contingency Appropriation Fund and \$7,120,000 for the Clean Water Partnership MPDES/MS4 Project. Additionally, the legislation transfers appropriations from the Contingency Appropriation Fund in the amount of \$16,500,000 to the Maryland Purple Line (\$10,500,000), Transit Oriented Development (\$5,000,000) and the Langley Park Branch Library (\$1,000,000) projects. Additionally, this legislation includes the realignment of appropriations for various Board of Education projects in the amount of \$42,205,000. These appropriation realignments are necessary to cover budget shortfalls in the projects receiving the transferred appropriations.

Note: CB-24-2018 is retroactively effective to June 30, 2018.

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**Document(s):** B2018024, CB-24-2018 Attachments A-V, CB-24-2018 AIS, CB-24-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-24-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY AND FISCAL MANAGEMENT

**Date:** 6/7/18

**Action:** FAV

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**REPORT:** Favorable 4-0 (In Favor: Council Members Davis, Lehman, Patterson, and Turner; Absent: Taveras)

CB-24-2018 provides supplementary appropriation totaling \$6,500,000 for the Contingency Appropriation Fund and \$7,120,000 for the Clean Water Partnership MPDES/MS4 projects. This legislation also transfers appropriations from the Contingency Appropriations Fund in the amount of \$16,500,000 to the Maryland Purple Line (\$10,500,000), Transit Oriented Development (\$5,000,000) and the Langley Park Branch Library (\$1,000,000) projects. Additionally, this legislation includes the realignment of appropriations for various Board of Education projects in the amount of \$42,205,000. These appropriation realignments are necessary to cover budget shortfalls in the projects receiving the transferred appropriations.

Stanley Early, Director, Office of Management and Budget, provided the Committee an overview of CB-24-2018.

The Office of Law reports CB-24-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports that CB-24-2018 should not have an adverse fiscal impact on the County as the proposed bill is a reallocation of appropriated funding.

After discussion, the Public Safety and Fiscal Management Committee reported CB-24-2018 out favorably, 4-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-30-2018  
 Chapter No. 20  
 Proposed and Presented by The Chair (by request – County Executive)  
 Introduced by Council Members Glaros, Davis, Turner, Taveras and Franklin  
 Co-Sponsors \_\_\_\_\_  
 Date of Introduction July 2, 2018

**BILL**

1 AN ACT concerning

2 Borrowing to Finance Capital Projects for

3 Public Works and Transportation Facilities

4 For the purpose of authorizing Prince George's County, Maryland, to borrow money upon its  
 5 full faith and credit at any time and from time to time, in an aggregate principal amount not  
 6 exceeding \$148,287,000 to finance the design, construction, reconstruction, extension,  
 7 acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair  
 8 of Public Works and Transportation Facilities, including the acquisition of sites therefor;  
 9 prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued  
 10 and sold and other incidental details with respect thereto; providing generally for the issuance of  
 11 such bonds and providing for such borrowing to be submitted to a referendum of the legal voters  
 12 of the County.

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 14 Maryland, that Prince George's County, Maryland (the "County"), is hereby authorized, pursuant  
 15 to Section 323 of the Charter of Prince George's County, Maryland (the "Charter"), to borrow  
 16 money and incur indebtedness upon its full faith and credit, at any time and from time to time, in  
 17 an aggregate principal amount not exceeding \$148,287,000 to finance the design, construction,  
 18 reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation,  
 19 relocation, rehabilitation, or repair of, Public Works and Transportation Facilities (including  
 20 roads and bridges, parking lots and maintenance facilities), including the acquisition and  
 21 development of sites therefor, the architectural and engineering services incident thereto, and the

acquisition and installation of necessary fixed permanent equipment therefor, all such capital projects hereby being found to be (and also being in fact) of the same generic class and being described in the capital program of the County for the fiscal years 2019-2024, under the following headings, which descriptions are incorporated by reference as if set forth herein:

<u>CIP-ID</u>	<u>Project Name</u>
664241	ADA RIGHT OF WAY MODIFICATIONS
668052	BRIDGE REHABILITATION FEDERAL AID
668182	BRIDGE REPLACEMENT – CHESTNUT AVE
661142	BRIDGE REPLACEMENT – GOVERNOR BRIDGE ROAD
668152	BRIDGE REPLACEMENT – SUNNYSIDE AVE
661132	BRIDGE REPLACEMENT – TEMPLE HILL ROAD
661011	BRIDGE REPAIR AND REPLACEMENT 2
661061	TRANSPORTATION ENHANCEMENTS 2
660007	SOUTHERN MARYLAND RAPID TRANSIT
661071	BUS MASS TRANSIT/RAIL 2
661021	CURB AND ROAD REHABILITATION 2
668645	DEVELOPER CONTRIBUTION PROJECTS
660123	EMERGENCY REPAIRS - ROADWAYS & BRIDGES
661211	FORESTVILLE ROAD/RENA ROAD IMPROVEMENTS
661091	GREEN STREET IMPROVEMENTS
661004	MARYLAND PURPLE LINE
661221	PEDESTRIAN SAFETY IMPROVEMENTS
661003	PLANNING & SITE ACQUISITION 2
661041	STREET LIGHTS AND TRAFFIC SIGNALS 2
664271	STREET TREE REMOVAL & REPLACE
661051	TRAFFIC CONGESTION IMPROVEMENTS 2

Reference to the County's capital program for the fiscal years 2019-2024 is made for purposes of description only and such reference shall include the same capital projects in any amended or subsequent capital program.

SECTION 2. BE IT FURTHER ENACTED that any general obligation bonds to be issued pursuant to this Act shall be issued and sold pursuant to Bond Issue Authorization Ordinances

adopted in accordance with Sections 323 and 823 of the Charter and other applicable provisions of MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended, replaced, or re-codified from time to time, but the County shall sell such bonds only by solicitation of competitive bids therefor at public sale in such manner and after giving such public notice as the County Council may by ordinance determine. Such bonds may be sold for such price or prices as may be determined to be for the best interest of the County, either at, above or below the par value of any such bonds, and such bonds may be sold in conjunction with other series of bonds issued by the County in which event the notice of sale soliciting bids for the purchase of such bonds may require that the acceptance of any bid for any series of bonds be made contingent upon the acceptance of the bid or bids on all or any of the series being offered by the County for sale at the same time. When such bonds are sold in conjunction with other series of bonds, the said notice of sale may also require that consolidated bids shall be submitted on any two or more of such series of bonds.

Nothing in this Act shall in any way limit the authority provided for the refunding of County indebtedness by MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended or supplemented from time to time or by any other applicable law, and all such authority is intended to be available to the County to refund any indebtedness incurred pursuant to this Act to the maximum extent provided by such authority.

Such bonds may be issued in an amount sufficient to finance the costs of the Public Works and Transportation Facilities and the cost of issuance of the bonds. Prior to the application of the proceeds of such bonds to finance the costs of the Public Works and Transportation Facilities, the cost of issuance of such bonds for such Public Works and Transportation Facilities may be deducted from such proceeds.

SECTION 3. BE IT FURTHER ENACTED that this Act shall be submitted to the legal voters of the County, for their approval or disapproval, at the general election to be held in the County on Tuesday, November 6, 2018. The question to be certified to the Board of Supervisors of Elections of the County for inclusion on the ballot for said general election shall be in substantially the following form:

#### PUBLIC WORKS AND TRANSPORTATION FACILITIES BONDS

AN ACT enabling the County to borrow money and issue bonds in an amount not exceeding \$148,287,000 to finance the design, construction, reconstruction, extension,

1 acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation or repair  
2 of Public Works and Transportation Facilities (including roads and bridges, parking lots, and  
3 maintenance facilities), as defined therein.

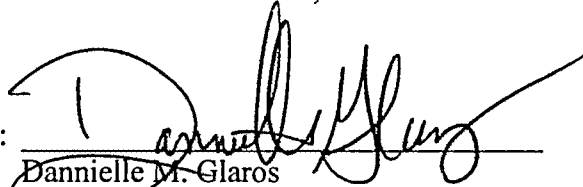
4 SECTION 4. BE IT FURTHER ENACTED that the powers granted by this Act are  
5 additional and cumulative and the bonds to be issued pursuant to this Act may be issued,  
6 notwithstanding that other bond acts or laws may provide for the issuance of other bonds or the  
7 borrowing of money for the same or similar purposes on the same or other terms and conditions.  
8 This Act shall be liberally construed to effectuate its purposes, namely, to authorize the  
9 borrowing of money and the incurring of indebtedness to finance the described capital projects of  
10 the same generic class set forth in this Act. Provisions of this Act shall be deemed met and  
11 satisfied if there is substantial compliance with such provisions, including (without limitation)  
12 provisions relating to the submission of any question to the legal voters of the County which are  
13 intended only to provide fair and adequate notice to such voters and not to prescribe provisions  
14 which must be literally satisfied. This Act is not intended to provide or imply that this act or any  
15 prior act not containing a similar provision precludes the County from exercising any power or  
16 prerogative provided by this Act or any other law whether exercised solely pursuant to such  
17 other law or in conjunction with the powers provided by this Act so that, without limiting the  
18 generality of this section, the County may exercise the power to issue (i) bond anticipation notes  
19 (in anticipation of the issuance of bonds pursuant to this Act or otherwise) and grant anticipation  
20 notes pursuant to MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended,  
21 replaced, or re-codified from time to time, and (ii) bonds (or any related bond anticipation or  
22 other notes) authorized by MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as  
23 amended, replaced, or re-codified from time to time, and in exercising such powers, the County  
24 may sell such notes or bonds at private (negotiated) sale as authorized by these or any other  
25 applicable laws.

26 SECTION 5. BE IT FURTHER ENACTED that this Act shall become effective  
27 immediately upon the date of the official certification of its approval by the voters at said general  
28 election.

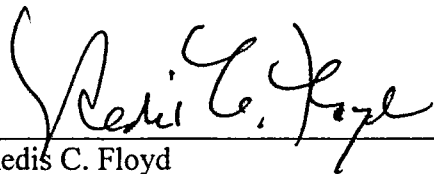
Adopted this 24<sup>th</sup> day of July, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

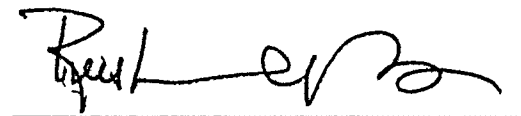
ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 8.8.2018

BY:

  
Rushern L. Baker, III  
County Executive

APPROVED BY A MAJORITY OF THE VOTERS AT THE REFERENDUM ON  
NOVEMBER 6, 2018, AS CERTIFIED BY THE BOARD OF ELECTIONS ON NOVEMBER  
20, 2018.

EFFECTIVE: NOVEMBER 20, 2018



# Prince George's County Council

## Agenda Item Summary

**Meeting Date:** 7/24/2018

**Effective Date:** 11/20/2018

**Reference No.:** CB-030-2018

**Chapter Number:** 20

**Draft No.:** 1

**Public Hearing Date:** 7/24/2018 @ 10:00 a.m

**Proposer(s):** County Executive

**Sponsor(s):** Glaros, Davis, Turner, Taveras and Franklin

**Item Title:** AN ACT CONCERNING BORROWING TO FINANCE CAPITAL PROJECTS FOR PUBLIC WORKS AND TRANSPORTATION FACILITIES for the purpose of authorizing Prince George's County, Maryland, to borrow money upon its full faith and credit at any time and from time to time, in an aggregate principal amount not exceeding \$148,287,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Public Works and Transportation Facilities, including the acquisition of sites therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued and sold and other incidental details with respect thereto; providing generally for the issuance of such bonds and providing for such borrowing to be submitted to a referendum of the legal voters of the County.

**Drafter:** Carole Lowe-Nedab, Office of Management and Budget

**Resource Personnel:** Stanley A. Earley, Office of Management and Budget

### LEGISLATIVE HISTORY:

Date:	Acting Body:	Action:	Sent To:
06/19/2018	County Council	presented and referred	COW
	<b>Action Text:</b> This Council Bill was presented and referred to the Committee of the Whole		
07/02/2018	COW	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Davis, seconded by Vice Chair Turner, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 8 Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner Absent: 1 Harrison		
07/02/2018	County Council	introduced	

**Action Text:**

This Council Bill was introduced by Council Members Davis, Glaros, Turner, Taveras and Franklin

07/24/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

07/24/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Vice Chair Turner, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 8 Glaros, Davis, Franklin, Harrison, Patterson, Taveras, Toles and Turner

Absent: 1 Lehman

08/08/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill will provide the County with the authority to borrow an amount not to exceed \$148,287,000 to finance design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Public Works and Transportation Facilities as approved in the FY 2019-2024 Capital Improvement Program (CIP).

The amount enabled will provide sufficient funding for each project as required by Section 823 of the County Charter. In accordance with the County Charter, upon the enactment by the Council, this bill will be placed on the ballot on November 6, 2018 for approval by the legal voters of the County.

Subject to referendum on November 6, 2018.

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**Document(s):** B2018030, CB-30-2018 AIS, CB-30-2018 Report

**PRINCE GEORGE'S COUNTY COUNCIL**  
**COMMITTEE REPORT**  
**2018 Legislative Session**

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**Reference No.:** CB-30-2018

**Draft No.:** 1

**Committee:** Committee of the Whole

**Date:** 7/2/18

**Action:** FAV

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**REPORT:** Favorable 8-0 (In Favor: Council Members Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner; Absent: Harrison)

The County Council convened as the Committee of the Whole on July 2, 2018 to consider CB-30-2018 which will form the basis for County bond sales for capital projects. This bill will provide the County with the authority to borrow an amount not to exceed \$148,287,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Public Works and Transportation Facilities as approved in the FY 2019-2024 Capital Improvement Program.

In accordance with the County Charter, upon enactment by the County Council, the bill will be placed on the ballot on November 6, 2018 for approval by the legal voters of the County.

After discussion, the Committee of the Whole reported CB-30-2018 out favorably, 8-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-31-2018  
 Chapter No. 21  
 Proposed and Presented by The Chair (by request – County Executive)  
 Introduced by Council Members Glaros, Davis, Lehman, Turner,  
Taveras, Franklin and Patterson  
 Date of Introduction July 2, 2018

**BILL**

1 AN ACT concerning

2 Borrowing to Finance Capital Projects for  
 3 Library Facilities

4 For the purpose of authorizing Prince George's County, Maryland, to borrow money upon its full  
 5 faith and credit at any time and from time to time, in an aggregate principal amount not  
 6 exceeding \$16,796,000 to finance the design, construction, reconstruction, extension, acquisition,  
 7 improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Library  
 8 Facilities including the acquisition of sites therefor; prescribing terms and conditions upon which  
 9 bonds issued pursuant to this Act shall be issued and sold and other incidental details with  
 10 respect thereto; providing generally for the issuance of such bonds and providing for such  
 11 borrowing to be submitted to a referendum of the legal voters of the County.

12 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 13 Maryland, that Prince George's County, Maryland (the "County"), is hereby authorized, pursuant  
 14 to Section 323 of the Charter of Prince George's County, Maryland (the "Charter"), to borrow  
 15 money and incur indebtedness upon its full faith and credit, at any time and from time to time, in  
 16 an aggregate principal amount not exceeding \$16,796,000 to finance the design, construction,  
 17 reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation,  
 18 relocation, rehabilitation, or repair of, Library Facilities, including the acquisition and  
 19 development of sites therefor, the architectural and engineering services incident thereto, and the  
 20 acquisition and installation of necessary fixed permanent equipment therefor, all such capital  
 21 projects hereby being found to be (and also being in fact) of the same generic class and being

described in the capital program of the County for the fiscal years 2019-2024, under the following headings, which descriptions are incorporated by reference as if set forth herein:

<u>CIP-ID</u>	<u>Project Name</u>
719513	SURRATTS-CLINTON BRANCH LIBRARY
718813	HYATTSVILLE BRANCH RENOVATIONS
719613	LANGLEY PARK BRANCH
719163	LIBRARY BRANCH RENOVATION 2
719213	NEW CARROLLTON BRANCH RENOVATION

Reference to the County's capital program for the fiscal years 2019-2024 is made for purposes of description only and such reference shall include the same capital projects in any amended or subsequent capital program.

SECTION 2. BE IT FURTHER ENACTED that any general obligation bonds to be issued pursuant to this Act shall be issued and sold pursuant to Bond Issue Authorization Ordinances adopted in accordance with Sections 323 and 823 of the Charter and other applicable provisions of MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended, replaced, or re-codified from time to time, but the County shall sell such bonds only by solicitation of competitive bids therefor at public sale in such manner and after giving such public notice as the County Council may by ordinance determine. Such bonds may be sold for such price or prices as may be determined to be for the best interest of the County, either at, above or below the par value of any such bonds, and such bonds may be sold in conjunction with other series of bonds issued by the County in which event the notice of sale soliciting bids for the purchase of such bonds may require that the acceptance of any bid for any series of bonds be made contingent upon the acceptance of the bid or bids on all or any of the series being offered by the County for sale at the same time. When such bonds are sold in conjunction with other series of bonds, the said notice of sale may also require that consolidated bids shall be submitted on any two or more of such series of bonds.

Nothing in this Act shall in any way limit the authority provided for the refunding of County indebtedness by MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended or supplemented from time to time or by any other applicable law, and all such authority is intended to be available to the County to refund any indebtedness incurred pursuant to this Act to the maximum extent provided by such authority.

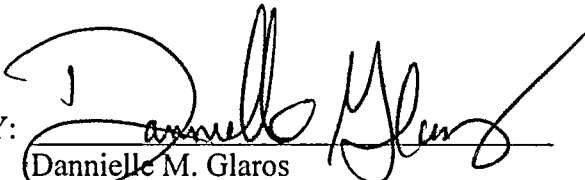


replaced, or re-codified from time to time, and (ii) bonds (or any related bond anticipation or other notes) authorized by MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended, replaced, or re-codified from time to time, and in exercising such powers, the County may sell such notes or bonds at private (negotiated) sale as authorized by these or any other applicable laws.

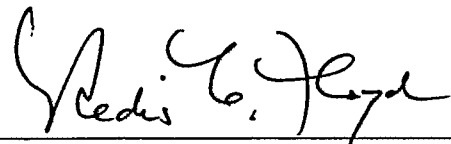
SECTION 5. BE IT FURTHER ENACTED that this Act shall become effective immediately upon the date of the official certification of its approval by the voters at said general election.

Adopted this 24<sup>th</sup> day of July, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

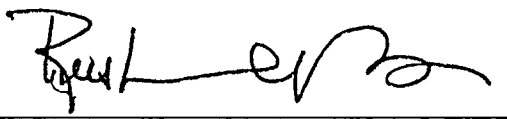
BY:   
Dannielle M. Glaros  
Chair

ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 8.8.2018

BY:   
Rushern L. Baker, III  
County Executive

APPROVED BY A MAJORITY OF THE VOTERS AT THE REFERENDUM ON NOVEMBER 6, 2018, AS CERTIFIED BY THE BOARD OF ELECTIONS ON NOVEMBER 20, 2018.

EFFECTIVE: NOVEMBER 20, 2018



# Prince George's County Council

## Agenda Item Summary

**Meeting Date:** 7/24/2018

**Effective Date:** 11/20/2018

**Reference No.:** CB-031-2018

**Chapter Number:** 21

**Draft No.:** 1

**Public Hearing Date:** 7/24/2018 @ 10:00 a.m

**Proposer(s):** County Executive

**Sponsor(s):** Glaros, Davis, Lehman, Turner, Taveras, Franklin and Patterson

**Item Title:** AN ACT CONCERNING BORROWING TO FINANCE CAPITAL PROJECTS FOR LIBRARY FACILITIES for the purpose of authorizing Prince George's County, Maryland, to borrow money upon its full faith and credit at any time and from time to time, in an aggregate principal amount not exceeding \$16,796,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Library Facilities including the acquisition of sites therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued and sold and other incidental details with respect thereto; providing generally for the issuance of such bonds and providing for such borrowing to be submitted to a referendum of the legal voters of the County.

**Drafter:** Carole Lowe-Nedab, Office of Management and Budget

**Resource Personnel:** Stanley A. Earley, Office of Management and Budget

### LEGISLATIVE HISTORY:

Date:	Acting Body:	Action:	Sent To:
06/19/2018	County Council	presented and referred	COW
	<b>Action Text:</b> This Council Bill was presented and referred to the Committee of the Whole		
07/02/2018	COW	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Vice Chair Turner, seconded by Council Member Taveras, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote:  Aye: 8 Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner  Absent: 1 Harrison		
07/02/2018	County Council	introduced	

**Action Text:**

This Council Bill was introduced by Council Members Davis, Lehman, Glaros, Turner, Taveras, Franklin and Patterson

07/24/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

07/24/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Vice Chair Turner, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 7 Glaros, Davis, Franklin, Harrison, Patterson, Taveras and Turner

Absent: 2 Lehman and Toles

08/08/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill will provide the County with the authority to borrow an amount not to exceed \$16,796,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Library Facilities as approved in the FY 2019-2024 Capital Improvement Program (CIP).

The amount enabled will provide sufficient funding for each project as required by Section 823 of the County Charter. In accordance with the County Charter, upon the enactment by the Council, this bill will be placed on the ballot on November 6, 2018 for approval by the legal voters of the County.

Subject to referendum on November 6, 2018.

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**Document(s):** B2018031, CB-31-2018 AIS, CB-31-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-31-2018

**Draft No.:** 1

**Committee:** Committee of the Whole

**Date:** 7/2/18

**Action:** FAV

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**REPORT:** Favorable 8-0 (In Favor: Council Members Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner; Absent: Harrison)

The County Council convened in the Committee of the Whole on July 2, 2018 to consider CB-31-2018 which will form the basis for County bond sales for capital projects. This bill will provide the County with the authority to borrow an amount not to exceed \$16,796,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Library Facilities as approved in the FY 2019-2024 Capital Improvement Program.

In accordance with the County Charter, upon enactment by the County Council, the bill will be placed on the ballot on November 6, 2018 for approval by the legal voters of the County.

After discussion, the Committee of the Whole reported CB-31-2018 out favorably, 8-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-32-2018

Chapter No. 22

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Glaros, Lehman, Davis, Turner, Taveras,  
Franklin and Patterson

Date of Introduction July 2, 2018

**BILL**

1 AN ACT concerning

2 Borrowing to Finance Capital Projects for  
3 Public Safety Facilities

4 For the purpose of authorizing Prince George's County, Maryland, to borrow money upon its full  
5 faith and credit at any time and from time to time, in an aggregate principal amount not  
6 exceeding \$56,053,000 to finance the design, construction, reconstruction, extension, acquisition,  
7 improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Public  
8 Safety Facilities (including Fire Department Facilities), including the acquisition of sites  
9 therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be  
10 issued and sold and other incidental details with respect thereto; providing generally for the  
11 issuance of such bonds and providing for such borrowing to be submitted to a referendum of the  
12 legal voters of the County.

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
14 Maryland, that Prince George's County, Maryland (the "County"), is hereby authorized, pursuant  
15 to Section 323 of the Charter of Prince George's County, Maryland (the "Charter"), to borrow  
16 money and incur indebtedness upon its full faith and credit, at any time and from time to time, in  
17 an aggregate principal amount not exceeding \$56,053,000 to finance the design, construction,  
18 reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation,  
19 relocation, rehabilitation, or repair of, Public Safety Facilities, including the acquisition and  
20 development of sites therefor, the architectural and engineering services incident thereto, and the  
21 acquisition and installation of necessary fixed permanent equipment therefor, all such capital

projects hereby being found to be (and also being in fact) of the same generic class and being described in the capital program of the County for the fiscal years 2019-2024, under the following headings, which descriptions are incorporated by reference as if set forth herein:

<u>CIP-ID</u>	<u>Project Name</u>
562273	CENTRAL CONTROL/ADMINISTRATIVE WING EXPANSION
561573	DETENTION CENTER HOUSING RENOVATIONS
562173	MEDICAL UNIT RENOVATIONS
510423	BEECHTREE FIRE/EMS STATION
551113	BERWYN HEIGHTS FIRE/EMS #814
510651	FIRE STATION RENOVATIONS
510648	FIRE STATION ROOF RENOVATIONS
510230	FORESTVILLE FIRE EMS
510010	HYATTSVILLE FIRE/EMS #801
510493	LAUREL FIRE/EMS STATION #849
510510	PISCATAWAY FIRE/EMS STATION
510325	OXON HILL FIRE/EMS STATION
511123	RIVERDALE #807 #813 FIRE/EMS
510083	SHADY GLEN FIRE/EMS STATION
510833	ST. BARNABAS FIRE/EMS STATION
510601	TRAINING AND LEADERSHIP ACADEMY
500223	BARLOWE ROAD RENOVATIONS
500423	DISTRICT V POLICE STATION
500413	DISTRICT VI POLICE STATION
500123	TRAINING/ADMINISTRATIVE HEADQUARTERS

Reference to the County's capital program for the fiscal years 2019-2024 is made for purposes of description only and such reference shall include the same capital projects in any amended or subsequent capital program.

SECTION 2. BE IT FURTHER ENACTED that any general obligation bonds to be issued

1 pursuant to this Act shall be issued and sold pursuant to Bond Issue Authorization Ordinances  
 2 adopted in accordance with Sections 323 and 823 of the Charter and other applicable provisions  
 3 of MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended, replaced, or re-codified  
 4 from time to time, but the County shall sell such bonds only by solicitation of competitive bids  
 5 therefor at public sale in such manner and after giving such public notice as the County Council  
 6 may by ordinance determine. Such bonds may be sold for such price or prices as may be  
 7 determined to be for the best interest of the County, either at, above or below the par value of  
 8 any such bonds, and such bonds may be sold in conjunction with other series of bonds issued by  
 9 the County in which event the notice of sale soliciting bids for the purchase of such bonds may  
 10 require that the acceptance of any bid for any series of bonds be made contingent upon the  
 11 acceptance of the bid or bids on all or any of the series being offered by the County for sale at  
 12 the same time. When such bonds are sold in conjunction with other series of bonds, the said  
 13 notice of sale may also require that consolidated bids shall be submitted on any two or more of  
 14 such series of bonds.

15 Nothing in this Act shall in any way limit the authority provided for the refunding of  
 16 County indebtedness by MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206 as amended or  
 17 supplemented from time to time or by any other applicable law, and all such authority is intended  
 18 to be available to the County to refund any indebtedness incurred pursuant to this Act to the  
 19 maximum extent provided by such authority.

20 Such bonds may be issued in an amount sufficient to finance the costs of the Public Safety  
 21 Facilities and the cost of issuance of the bonds. Prior to the application of the proceeds of such  
 22 bonds to finance the costs of the Public Safety Facilities, the cost of issuance of such bonds for  
 23 such Public Safety Facilities may be deducted from such proceeds.

24 SECTION 3. BE IT FURTHER ENACTED that this Act shall be submitted to the legal  
 25 voters of the County, for their approval or disapproval, at the general election to be held in the  
 26 County on Tuesday, November 6, 2018. The question to be certified to the Board of Supervisors  
 27 of Elections of the County for inclusion on the ballot for said general election shall be in  
 28 substantially the following form:

#### 29 PUBLIC SAFETY FACILITIES BONDS

30 AN ACT enabling the County to borrow money and issue bonds in an amount not  
 31 exceeding \$56,053,000 to finance the design, construction, reconstruction, extension, acquisition,

1 improvement, enlargement, alteration, renovation, relocation, rehabilitation or repair of Public  
2 Safety Facilities (including Fire Department Facilities), as defined therein.

3 SECTION 4. BE IT FURTHER ENACTED that the powers granted by this Act are  
4 additional and cumulative and the bonds to be issued pursuant to this Act may be issued,  
5 notwithstanding that other bond acts or laws may provide for the issuance of other bonds or the  
6 borrowing of money for the same or similar purposes on the same or other terms and conditions.  
7 This Act shall be liberally construed to effectuate its purposes, namely, to authorize the  
8 borrowing of money and the incurring of indebtedness to finance the described capital projects of  
9 the same generic class set forth in this Act. Provisions of this Act shall be deemed met and  
10 satisfied if there is substantial compliance with such provisions, including (without limitation)  
11 provisions relating to the submission of any question to the legal voters of the County which are  
12 intended only to provide fair and adequate notice to such voters and not to prescribe provisions  
13 which must be literally satisfied. This Act is not intended to provide or imply that this act or any  
14 prior act not containing a similar provision precludes the County from exercising any power or  
15 prerogative provided by this Act or any other law whether exercised solely pursuant to such  
16 other law or in conjunction with the powers provided by this Act so that, without limiting the  
17 generality of this section, the County may exercise the power to issue (i) bond anticipation notes  
18 (in anticipation of the issuance of bonds pursuant to this Act or otherwise) and grant anticipation  
19 notes pursuant to MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended, replaced, or  
20 re-codified from time to time, and (ii) bonds (or any related bond anticipation or other notes)  
21 authorized by MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, of the Annotated Code of  
22 Maryland, as amended, replaced, or re-codified from time to time, and in exercising such  
23 powers, the County may sell such notes or bonds at private (negotiated) sale as authorized by  
24 these or any other applicable laws.

25 SECTION 5. BE IT FURTHER ENACTED that this Act shall become effective  
26 immediately upon the date of the official certification of its approval by the voters at said general  
27 election.

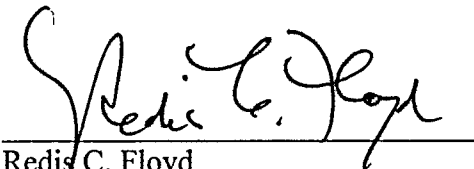
Adopted this 24<sup>th</sup> day of July, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

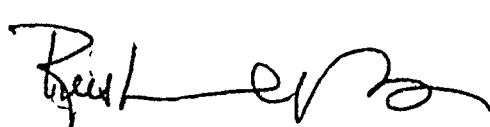
BY:

  
Dannielle M. Glaros  
Chair

ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

  
BY: Rushern L. Baker, III  
County Executive

DATE: 8.8.2018

APPROVED BY A MAJORITY OF THE VOTERS AT THE REFERENDUM ON  
NOVEMBER 6, 2018, AS CERTIFIED BY THE BOARD OF ELECTIONS ON NOVEMBER  
20, 2018.

EFFECTIVE: NOVEMBER 20, 2018



# Prince George's County Council

## Agenda Item Summary

**Meeting Date:** 7/24/2018

**Effective Date:** 11/20/2018

**Reference No.:** CB-032-2018

**Chapter Number:** 22

**Draft No.:** 1

**Public Hearing Date:** 7/24/2018 @ 10:00 a.m.

**Proposer(s):** County Executive

**Sponsor(s):** Glaros, Lehman, Davis, Turner, Taveras, Franklin and Patterson

**Item Title:** AN ACT CONCERNING BORROWING TO FINANCE CAPITAL PROJECTS FOR PUBLIC SAFETY FACILITIES for the purpose of authorizing Prince George's County, Maryland, to borrow money upon its full faith and credit at any time and from time to time, in an aggregate principal amount not exceeding \$56,053,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Public Safety Facilities (including Fire Department Facilities), including the acquisition of sites therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued and sold and other incidental details with respect thereto; providing generally for the issuance of such bonds and providing for such borrowing to be submitted to a referendum of the legal voters of the County.

**Drafter:** Carole Lowe-Nedab, Office of Management and Budget

**Resource Personnel:** Stanley A. Earley, Office of Management and Budget

### LEGISLATIVE HISTORY:

Date:	Acting Body:	Action:	Sent To:
06/19/2018	County Council	presented and referred	COW
	<b>Action Text:</b> This Council Bill was presented and referred to the Committee of the Whole		
07/02/2018	COW	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Davis, seconded by Council Member Taveras, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 7 Glaros, Franklin, Lehman, Patterson, Taveras, Toles and Turner Absent: 2 Davis and Harrison		
07/02/2018	County Council	introduced	

**Action Text:**

This Council Bill was introduced by Council Members Lehman, Davis, Turner, Taveras, Franklin, Patterson and Glaros

07/24/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

07/24/2018 County Council enacted

**Action Text:**

A motion was made by Vice Chair Turner, seconded by Council Member Davis, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 8 Glaros, Davis, Franklin, Harrison, Patterson, Taveras, Toles and Turner

Absent: 1 Lehman

08/08/2018 County Executive signed

**Action Text:**

This Council Bill was signed

---

**AFFECTED CODE SECTIONS:**

---

**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill will provide the County with the authority to borrow an amount not to exceed \$56,053,000 to finance the design, construction, renovation, or repair of Public Safety Facilities as approved in the FY 2019-2024 Capital Improvement Program (CIP).

The amount enabled will provide sufficient funding for each project as required by Section 823 of the County Charter. In accordance with the County Charter, upon the enactment by the Council, this bill will be placed on the ballot on November 6, 2018 for approval by the legal voters of the County.

Subject to referendum on November 6, 2018.

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**Document(s):** B2018032, CB-32-2018 AIS, CB-32-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-32-2018

**Draft No.:** 1

**Committee:** Committee of the Whole

**Date:** 7/2/18

**Action:** FAV

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**REPORT:** Favorable 7-0 (In Favor: Council Members Glaros, Franklin, Lehman, Patterson, Taveras, Toles and Turner; Absent: Davis and Harrison)

The County Council convened in the Committee of the Whole on July 2, 2018 to consider CB-32-2018 which will form the basis for County bond sales for capital projects. This bill will provide the County with the authority to borrow an amount not to exceed \$56,053,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, of Public Safety Facilities as approved in the FY 2019-2024 Capital Improvement Program.

In accordance with the County Charter, upon enactment by the County Council, the bill will be placed on the ballot on November 6, 2018 for approval by the legal voters of the County.

A technical amendment was required to correctly identify the fire and police stations as suggested by Council Member Lehman.

After discussion, the Committee of the Whole reported CB-32-2018 out favorably, 7-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-33-2018  
Chapter No. 23  
Proposed and Presented by The Chair (by request – County Executive)  
Introduced by Council Members Davis, Turner, Taveras, Franklin and Patterson  
Co-Sponsors \_\_\_\_\_  
Date of Introduction July 2, 2018

**BILL**

1 AN ACT concerning

2                                   Borrowing to Finance Capital Projects for  
3                                   County Buildings

4 For the purpose of authorizing Prince George's County, Maryland, to borrow money upon its full  
5 faith and credit at any time and from time to time, in an aggregate principal amount not  
6 exceeding \$97,564,000 to finance the design, construction, reconstruction, extension, acquisition,  
7 improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of County  
8 Buildings including the acquisition of sites therefor; prescribing terms and conditions upon  
9 which bonds issued pursuant to this Act shall be issued and sold and other incidental details with  
10 respect thereto; providing generally for the issuance of such bonds and providing for such  
11 borrowing to be submitted to a referendum of the legal voters of the County.

12       SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
13 Maryland, that Prince George's County, Maryland (the "County"), is hereby authorized, pursuant  
14 to Section 323 of the Charter of Prince George's County, Maryland (the "Charter"), to borrow  
15 money and incur indebtedness upon its full faith and credit, at any time and from time to time, in  
16 an aggregate principal amount not exceeding \$97,564,000 to finance the design, construction,  
17 reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation,  
18 relocation, rehabilitation, or repair of, County Buildings, including the acquisition and  
19 development of sites therefor, the architectural and engineering services incident thereto, and the  
20 acquisition and installation of necessary fixed permanent equipment therefor, all such capital  
21 projects hereby being found to be (and also being in fact) of the same generic class and being

described in the capital program of the County for the fiscal years 2019-2024, under the following headings, which descriptions are incorporated by reference as if set forth herein:

<u>CIP-ID</u>	<u>Project Name</u>
300123	COUNTY BUILDING RENOVATIONS II
300293	PRINCE GEORGE'S HOMELESS SHELTER
300712	DRIVER TRAINING FACILITY AND GUN RANGE
301004	COUNTY ADMINISTRATION BUILDING REFRESH
300313	REGIONAL ADMINISTRATION BUILDING
301003	SHEPARD'S COVE WOMENS SHELTER
700123	HEALTH FACILITIES RENOVATIONS
700034	REGIONAL HEALTH & HUMAN SERVICES CENTER
230123	ENTERPRISE RESOURCE PLANNING
050002	COURTHOUSE REOVATION & SECURITY UPGRADES
260101	COUNTY FOOD DISTRIBUTION AND PROCESSING CENTER

Reference to the County's capital program for the years 2019-2024 is made for purposes of description only and such reference shall include the same capital projects in any amended or subsequent capital program.

SECTION 2. BE IT FURTHER ENACTED that any general obligation bonds to be issued pursuant to this Act shall be issued and sold pursuant to Bond Issue Authorization Ordinances adopted in accordance with Sections 323 and 823 of the Charter and other applicable provisions of MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended, replaced, or re-codified from time to time, but the County shall sell such bonds only by solicitation of competitive bids therefor at public sale in such manner and after giving such public notice as the County Council may by ordinance determine. Such bonds may be sold for such price or prices as may be determined to be for the best interest of the County, either at, above or below the par value of any such bonds, and such bonds may be sold in conjunction with other series of bonds issued by the County in which event the notice of sale soliciting bids for the purchase of such bonds may require that the acceptance of any bid for any series of bonds be made contingent upon the acceptance of the bid or bids on all or any of the series being offered by the County for sale at the same time. When such bonds are sold in conjunction with other series of bonds, the said

1 notice of sale may also require that consolidated bids shall be submitted on any two or more of  
2 such series of bonds.

3 Nothing in this Act shall in any way limit the authority provided for the refunding of  
4 County indebtedness by MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended or  
5 supplemented from time to time or by any other applicable law, and all such authority is intended  
6 to be available to the County to refund any indebtedness incurred pursuant to this Act to the  
7 maximum extent provided by such authority.

8 Such bonds may be issued in an amount sufficient to finance the costs of the County  
9 Buildings and the cost of issuance of the bonds. Prior to the application of the proceeds of such  
10 bonds to finance the costs of the County Buildings, the cost of issuance of such bonds for such  
11 County Buildings may be deducted from such proceeds.

12 SECTION 3. BE IT FURTHER ENACTED that this Act shall be submitted to the legal  
13 voters of the County, for their approval or disapproval, at the general election to be held in the  
14 County on Tuesday, November 6, 2018. The question to be certified to the Board of Supervisors  
15 of Elections of the County for inclusion on the ballot for said general election shall be in  
16 substantially the following form:

#### 17 COUNTY BUILDINGS BONDS

18 AN ACT enabling the County to borrow money and issue bonds in an amount not  
19 exceeding \$97,564,000 to finance the design, construction, reconstruction, extension, acquisition,  
20 improvement, enlargement, alteration, renovation, relocation, rehabilitation or repair of County  
21 Buildings, as defined therein.

22 SECTION 4. BE IT FURTHER ENACTED that the powers granted by this Act are  
23 additional and cumulative and the bonds to be issued pursuant to this Act may be issued,  
24 notwithstanding that other bond acts or laws may provide for the issuance of other bonds or the  
25 borrowing of money for the same or similar purposes on the same or other terms and conditions.  
26 This Act shall be liberally construed to effectuate its purposes, namely, to authorize the  
27 borrowing of money and the incurring of indebtedness to finance the described capital projects of  
28 the same generic class set forth in this Act. Provisions of this Act shall be deemed met and  
29 satisfied if there is substantial compliance with such provisions, including (without limitation)  
30 provisions relating to the submission of any question to the legal voters of the County which are  
31 intended only to provide fair and adequate notice to such voters and not to prescribe provisions

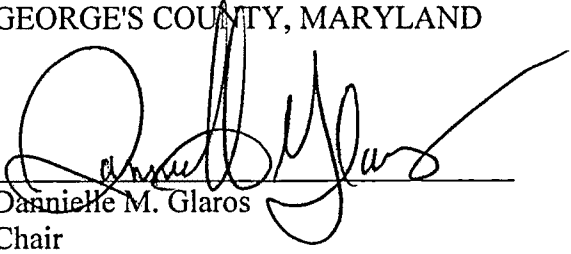
1 which must be literally satisfied. This Act is not intended to provide or imply that this act or any  
 2 prior act not containing a similar provision precludes the County from exercising any power or  
 3 prerogative provided by this Act or any other law whether exercised solely pursuant to such  
 4 other law or in conjunction with the powers provided by this Act so that, without limiting the  
 5 generality of this section, the County may exercise the power to issue (i) bond anticipation notes  
 6 (in anticipation of the issuance of bonds pursuant to this Act or otherwise) and grant anticipation  
 7 notes pursuant to MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended, replaced, or  
 8 re-codified from time to time, and (ii) bonds (or any related bond anticipation or other notes)  
 9 authorized by MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended, replaced, or re-  
 10 codified from time to time, and in exercising such powers, the County may sell such notes or  
 11 bonds at private (negotiated) sale as authorized by these or any other applicable laws.

12 SECTION 5. BE IT FURTHER ENACTED that this Act shall become effective  
 13 immediately upon the date of the official certification of its approval by the voters at said general  
 14 election.

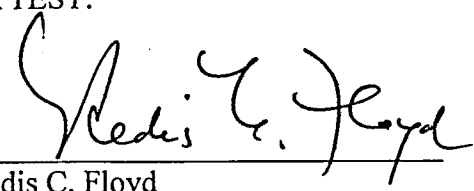
Adopted this 24<sup>th</sup> day of July, 2018.

COUNTY COUNCIL OF PRINCE  
 GEORGE'S COUNTY, MARYLAND

BY:

  
 Danielle M. Glaros  
 Chair

ATTEST:

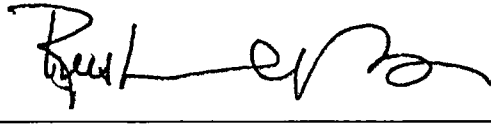
  
 Redis C. Floyd  
 Clerk of the Council

APPROVED:

DATE:

8.8.2018

BY:

  
 Rushern L. Baker, III  
 County Executive

APPROVED BY A MAJORITY OF THE VOTERS AT THE REFERENDUM ON  
NOVEMBER 6, 2018, AS CERTIFIED BY THE BOARD OF ELECTIONS ON NOVEMBER  
20, 2018.

EFFECTIVE: NOVEMBER 20, 2018



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 7/24/2018 **Effective Date:** 11/20/2018  
**Reference No.:** CB-033-2018 **Chapter Number:** 23  
**Draft No.:** 1 **Public Hearing Date:** 7/24/2018 @ 10:00 a.m.

**Proposer(s):** County Executive

**Sponsor(s):** Davis, Turner, Taveras, Franklin and Patterson

**Item Title:** AN ACT CONCERNING BORROWING TO FINANCE CAPITAL PROJECTS FOR COUNTY BUILDINGS for the purpose of authorizing Prince George's County, Maryland, to borrow money upon its full faith and credit at any time and from time to time, in an aggregate principal amount not exceeding \$97,564,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of County Buildings including the acquisition of sites therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued and sold and other incidental details with respect thereto; providing generally for the issuance of such bonds and providing for such borrowing to be submitted to a referendum of the legal voters of the County.

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**Drafter:** Carole Lowe-Nedab, Office of Management and Budget

**Resource Personnel:** Stanley A. Earley, Office of Management and Budget

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
06/19/2018	County Council	presented and referred	COW
	<b>Action Text:</b> This Council Bill was presented and referred to the Committee of the Whole		
07/02/2018	COW	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Vice Chair Turner, seconded by Council Member Franklin, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote:  Aye: 6 Glaros, Franklin, Lehman, Patterson, Taveras and Turner  Nay: 1 Toles  Absent: 2 Davis and Harrison		
07/02/2018	County Council	introduced	

**Action Text:**

This Council Bill was introduced by Council Members Davis, Turner, Taveras, Franklin and Patterson

07/24/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

07/24/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Vice Chair Turner, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 8 Glaros, Davis, Franklin, Harrison, Patterson, Taveras, Toles and Turner

Absent: 1 Lehman

08/08/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill will provide the County with the authority to borrow an amount not to exceed \$97,564,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of County Buildings as approved in the FY 2019-2024 Capital Improvement Program (CIP).

The amount enabled will provide sufficient funding for each project as required by Section 823 of the County Charter. In accordance with the County Charter, upon the enactment by the Council, this bill will be placed on the ballot on November 6, 2018 for approval by the legal voters of the County.

Subject to referendum on November 6, 2018.

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**Document(s):** B2018033, CB-33-2018 AIS, CB-33-2018 Report

**PRINCE GEORGE'S COUNTY COUNCIL**  
**COMMITTEE REPORT**  
**2018 Legislative Session**

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**Reference No.:** CB-33-2018

**Draft No.:** 1

**Committee:** Committee of the Whole

**Date:** 7/2/18

**Action:** FAV

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**REPORT:** Favorable 6-1 (In Favor: Council Members Glaros, Franklin, Lehman, Patterson, Taveras, and Turner; Opposed: Toles; Absent: Davis and Harrison)

The County Council convened as the Committee of the Whole on July 2, 2018 to consider CB-33-2018 which will form the basis for County bond sales for capital projects. This bill will provide the County with the authority to borrow an amount not to exceed \$97,564,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of County Buildings as approved in the FY 2019-2024 Capital Improvement Program.

In accordance with the County Charter, upon enactment by the County Council, the bill will be placed on the ballot on November 6, 2018 for approval by the legal voters of the County.

After discussion, the Committee of the Whole reported CB-33-2018 out favorably, 6-1.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-34-2018

Chapter No. 24

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Glaros, Toles, Davis, Lehman, Turner,

Taveras, Franklin and Patterson

Date of Introduction July 2, 2018

**BILL**

1 AN ACT concerning

2 Borrowing to Finance Capital Projects for

3 Prince George's Community College

4 For the purpose of authorizing Prince George's County, Maryland, to borrow money upon  
5 its full faith and credit at any time and from time to time, in an aggregate principal amount not  
6 exceeding \$81,187,000 to finance the design, construction, reconstruction, extension, acquisition,  
7 improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of  
8 Community College Facilities, including the acquisition of sites therefor; prescribing terms and  
9 conditions upon which bonds issued pursuant to this Act shall be issued and sold and other  
10 incidental details with respect thereto; providing generally for the issuance of such bonds and  
11 providing for such borrowing to be submitted to a referendum of the legal voters of the County.

12 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
13 Maryland, that Prince George's County, Maryland (the "County"), is hereby authorized, pursuant  
14 to Section 323 of the Charter of Prince George's County, Maryland (the "Charter"), to borrow  
15 money and incur indebtedness upon its full faith and credit, at any time and from time to time, in  
16 an aggregate principal amount not exceeding \$81,187,000 to finance the design, construction,  
17 reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation,  
18 relocation, rehabilitation, or repair of, Community College Facilities, including the acquisition  
19 and development of sites therefor, the architectural and engineering services incident thereto, and  
20 the acquisition and installation of necessary fixed permanent equipment therefor, all such capital  
21 projects hereby being found to be (and also being in fact) of the same generic class and being

described in the capital program of the County for the fiscal years 2019-2024, under the following headings, which descriptions are incorporated by reference as if set forth herein:

<u>CIP-ID</u>	<u>Project Name</u>
852213	COLLEGE IMPROVEMENTS
852950	BLADEN HALL RENOVATION
852313	HEALTH AND WELLNESS CENTER
852333	NORTH PARKING GARAGE
852303	CULINARY ARTS CENTER
852323	LARGO STUDENT CENTER RENOVATION
851103	KENT HALL RENOVATION AND ADDITION

Reference to the County's capital program for the fiscal years 2019-2024 is made for purposes of description only and such reference shall include the same capital projects in any amended or subsequent capital program.

SECTION 2. BE IT FURTHER ENACTED that any general obligation bonds to be issued pursuant to this Act shall be issued and sold pursuant to Bond Issue Authorization Ordinances adopted in accordance with Sections 323 and 823 of the Charter and other applicable provisions of MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended, replaced, or re-codified from time to time, but the County shall sell such bonds only by solicitation of competitive bids therefor at public sale in such manner and after giving such public notice as the County Council may by ordinance determine. Such bonds may be sold for such price or prices as may be determined to be for the best interest of the County, either at, above or below the par value of any such bonds, and such bonds may be sold in conjunction with other series of bonds issued by the County in which event the notice of sale soliciting bids for the purchase of such bonds may require that the acceptance of any bid for any series of bonds be made contingent upon the acceptance of the bid or bids on all or any of the series being offered by the County for sale at the same time. When such bonds are sold in conjunction with other series of bonds, the said notice of sale may also require that consolidated bids shall be submitted on any two or more of such series of bonds.

Nothing in this Act shall in any way limit the authority provided for the refunding of County indebtedness by MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended or supplemented from time to time or by any other applicable law, and all such authority is intended

1 to be available to the County to refund any indebtedness incurred pursuant to this Act to the  
2 maximum extent provided by such authority.

3 Such bonds may be issued in an amount sufficient to finance the costs of the Community  
4 College Facilities and the cost of issuance of the bonds. Prior to the application of the proceeds  
5 of such bonds to finance the costs of the Community College Facilities, the cost of issuance of  
6 such bonds for such Community College Facilities may be deducted from such proceeds.

7 SECTION 3. BE IT FURTHER ENACTED that this Act shall be submitted to the legal  
8 voters of the County, for their approval or disapproval, at the general election to be held in the  
9 County on Tuesday, November 6, 2018. The question to be certified to the Board of Supervisors  
10 of Elections of the County for inclusion on the ballot for said general election shall be in  
11 substantially the following form:

12 COMMUNITY COLLEGE FACILITIES BONDS

13 AN ACT enabling the County to borrow money and issue bonds in an amount not  
14 exceeding \$81,187,000 to finance the design, construction, reconstruction, extension, acquisition,  
15 improvement, enlargement, alteration, renovation, relocation, rehabilitation or repair of  
16 Community College Facilities, as defined therein.

17 SECTION 4. BE IT FURTHER ENACTED that the powers granted by this Act are  
18 additional and cumulative and the bonds to be issued pursuant to this Act may be issued,  
19 notwithstanding that other bond acts or laws may provide for the issuance of other bonds or the  
20 borrowing of money for the same or similar purposes on the same or other terms and conditions.  
21 This Act shall be liberally construed to effectuate its purposes, namely, to authorize the  
22 borrowing of money and the incurring of indebtedness to finance the described capital projects of  
23 the same generic class set forth in this Act. Provisions of this Act shall be deemed met and  
24 satisfied if there is substantial compliance with such provisions, including (without limitation)  
25 provisions relating to the submission of any question to the legal voters of the County which are  
26 intended only to provide fair and adequate notice to such voters and not to prescribe provisions  
27 which must be literally satisfied. This Act is not intended to provide or imply that this act or any  
28 prior act not containing a similar provision precludes the County from exercising any power or  
29 prerogative provided by this Act or any other law whether exercised solely pursuant to such  
30 other law or in conjunction with the powers provided by this Act so that, without limiting the  
31 generality of this section, the County may exercise the power to issue (i) bond anticipation notes

(in anticipation of the issuance of bonds pursuant to this Act or otherwise) and grant anticipation notes pursuant to MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, as amended, replaced, or re-codified from time to time, and (ii) bonds (or any related bond anticipation or other notes) authorized by MD. CODE ANN., LOCAL GOV'T. §§ 19-205 to 19-206, of the Annotated Code of Maryland, as amended, replaced, or re-codified from time to time, and in exercising such powers, the County may sell such notes or bonds at private (negotiated) sale as authorized by these or any other applicable laws.

SECTION 5. BE IT FURTHER ENACTED that this Act shall become effective immediately upon the date of the official certification of its approval by the voters at said general election.

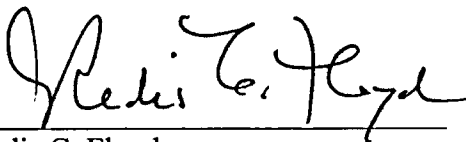
Adopted this 24<sup>th</sup> day of July, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: 

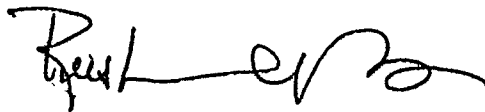
Dannielle M. Glaros  
Chair

ATTEST:



Redis C. Floyd  
Clerk of the Council

APPROVED:



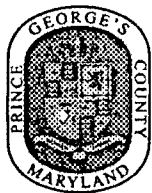
DATE: 8.8.2018

BY:

Rushern L. Baker, III  
County Executive

APPROVED BY A MAJORITY OF THE VOTERS AT THE REFERENDUM ON NOVEMBER 6, 2018, AS CERTIFIED BY THE BOARD OF ELECTIONS ON NOVEMBER 20, 2018.

EFFECTIVE: NOVEMBER 20, 2018



# Prince George's County Council

## Agenda Item Summary

**Meeting Date:** 7/24/2018

**Effective Date:** 11/20/2018

**Reference No.:** CB-034-2018

**Chapter Number:** 24

**Draft No.:** 1

**Public Hearing Date:** 7/24/2018 @ 10:00 a.m.

**Proposer(s):** County Executive

**Sponsor(s):** Glaros, Toles, Davis, Lehman, Turner, Taveras, Franklin and Patterson

**Item Title:** AN ACT CONCERNING BORROWING TO FINANCE CAPITAL PROJECTS FOR PRINCE GEORGE'S COMMUNITY COLLEGE for the purpose of authorizing Prince George's County, Maryland, to borrow money upon its full faith and credit at any time and from time to time, in an aggregate principal amount not exceeding \$81,187,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair of Community College Facilities, including the acquisition of sites therefor; prescribing terms and conditions upon which bonds issued pursuant to this Act shall be issued and sold and other incidental details with respect thereto; providing generally for the issuance of such bonds and providing for such borrowing to be submitted to a referendum of the legal voters of the County.

**Drafter:** Carole Lowe-Nedab, Office of Management and Budget

**Resource Personnel:** Stanley A. Earley, Office of Management and Budget

### LEGISLATIVE HISTORY:

Date:	Acting Body:	Action:	Sent To:
06/19/2018	County Council	presented and referred	COW
	<b>Action Text:</b> This Council Bill was presented and referred to the Committee of the Whole		
07/02/2018	COW	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Davis, seconded by Vice Chair Turner, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote:  Aye: 8 Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner  Absent: 1 Harrison		
07/02/2018	County Council	introduced	

**Action Text:**

This Council Bill was introduced by Council Members Toles, Davis, Lehman, Glaros, Turner, Taveras, Franklin and Patterson

07/24/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

07/24/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Vice Chair Turner, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 8 Glaros, Davis, Franklin, Harrison, Patterson, Taveras, Toles and Turner

Absent: 1 Lehman

08/08/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill will provide the County with the authority to borrow an amount not to exceed \$81,187,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation or repair of Community College facilities as approved in the FY 2019-2024 Capital Improvement Program (CIP).

The amount enable will provide sufficient funding for each project as required by Section 823 of the County Charter. In accordance with the County Charter, upon the enactment by the Council, this bill will be placed on the ballot on November 6, 2018 for approval by the legal voters of the County.

Subject to referendum on November 6, 2018.

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**Document(s):** B2018034, CB-34-2018 AIS, CB-34-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-34-2018

**Draft No.:** 1

**Committee:** Committee of the Whole

**Date:** 7/2/18

**Action:** FAV

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**REPORT:** Favorable 8-0 (In Favor: Council Members Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner; Absent: Harrison)

The County Council convened as the Committee of the Whole on July 2, 2018 to consider CB-34-2018 which will form the basis for County bond sales for capital projects. This bill will provide the County with the authority to borrow an amount not to exceed \$81,187,000 to finance the design, construction, reconstruction, extension, acquisition, improvement, enlargement, alteration, renovation, relocation, rehabilitation, or repair Community College Facilities as approved in the FY 2019-2024 Capital Improvement Program.

In accordance with the County Charter, upon enactment by the County Council, the bill will be placed on the ballot on November 6, 2018 for approval by the legal voters of the County.

After discussion, the Committee of the Whole reported CB-34-2018 out favorably, 8-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-9-2018  
 Chapter No. 33  
 Proposed and Presented by The Chair (by request – County Executive)  
 Introduced by Council Members Harrison, Davis, Taveras, Franklin, Patterson and Turner  
 Co-Sponsors \_\_\_\_\_  
 Date of Introduction July 24, 2018

**BILL**

1 AN ACT concerning

2 Personnel Law

3 For the purpose of amending provisions of the Personnel Law relating to salary policy,  
 4 adjustments and rates to provide flexibility to ensure salary equity among employees who  
 5 perform similar work.

6 BY repealing and reenacting with amendments:

7 SUBTITLE 16. PERSONNEL.

8 Sections 16-123, 16-127, 16-131, 16-132,  
 9 16-133, 16-135 and 16-137

10 The Prince George's County Code  
 11 (2015 Edition; 2017 Supplement).

12 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 13 Maryland, that Sections 16-123, 16-127, 16-131, 16-132, 16-133, 16-135 and 16-137 of the  
 14 Prince George's County Code be and the same are hereby repealed and reenacted with the  
 15 following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 4. SALARY.

18 Sec. 16-123. Salary policy.

19 \* \* \* \* \*

20 (c) The Director of Human Resources Management, at the request of the appointing  
 21 authority, [and] with the concurrence of the Chief Administrative Officer and the Director of

1 Management and Budget, [may] shall approve [salary] adjustments for current employees in  
 2 order to ensure salary equity, [within the relevant agency or] to provide that pay for a supervisor  
 3 is higher than pay for subordinate employees of the supervisor, or to ensure that compensation is  
 4 aligned with the employee's relevant responsibilities, span of control, experience and education  
 5 which may be above the minimum requirements of their appropriate class of work and applicable  
 6 grade.

7 \* \* \* \* \*

8 **Sec. 16-127. Salary rate upon appointment.**

9 (a) The salary rate for an employee, upon initial appointment to a vacant position in the  
 10 classified service, shall [normally] be established at an amount [equal to the entry level rate]  
 11 aligned with the employee's relevant experience and education in the class of work and  
 12 applicable grade.

13 (b) Notwithstanding the provisions of Subsection (a), above, the Director of Human  
 14 Resources Management may, at the request of the appointing authority, approve a rate [above the  
 15 entry-level rate, but] within the applicable salary range based upon a consideration of an  
 16 employee's exceptional qualifications, [an employee's salary history,] or an inability to recruit  
 17 sufficient applicants due to a labor market shortage in particular classes of work.

18 (c) A person who is appointed to a vacant position as a full-time career emergency  
 19 response technician who has previously served as an active volunteer firefighter with a volunteer  
 20 fire or rescue squad department or company for one or more years, has been a legal resident of  
 21 the State of Maryland for at least two (2) full calendar years at the time of making formal  
 22 application for competitive examination in order to be considered for initial appointment to the  
 23 vacant position, and is currently residing within Prince George's County, [the selected applicant]  
 24 shall receive the equivalent of one step of salary credit above the entry salary rate upon the  
 25 presentation of evidence by such individual in such manner and form as prescribed by duly  
 26 developed, approved, and issued personnel procedures and upon successful completion of  
 27 training to become an emergency response technician.

28 \* \* \* \* \*

29 **Sec. 16-131. Salary rate upon and after promotion.**

30 (a) The salary rate for an employee promoted to a vacant position in the classified service  
 31 shall be established by the Director of Human Resources Management in accordance with the

Salary Plan and applicable personnel procedures; provided, however, an employee's salary rate, upon promotion, shall not be established at a rate less than the minimum rate or in excess of the highest rate within the applicable salary range.

\* \* \* \* \*

**Sec. 16-132. Salary rate upon demotion.**

(a) When an employee is demoted, except for demotions pursuant to the reallocation of a position to a class with a lower grade, or as set forth in Subsection (c), hereof, the rate within the salary range applicable to the position to which the employee is demoted shall be established by the Director of Human Resources Management in accordance with the Salary Plan and applicable personnel procedures.

(b) Notwithstanding the above, in no event shall an employee's salary rate, upon demotion, be established at a rate below the entry level rate or [a rate] above the highest salary rate within the salary range applicable to the position to which the employee is demoted.

(c) In the case of any nondisciplinary demotion, upon written request of the appointing authority, the salary reduction otherwise required by this Section [may be waived] shall be determined by the Director of Human Resources Management, subject to the limitations of Subsection (b) and applicable personnel procedures.

**Sec. 16-133. Salary rate upon reallocation to a class with a lower or higher grade.**

(a) The salary rate of an employee occupying a position which has been reallocated to a class with a lower grade shall be established by the Director of Human Resources Management at the rate within the salary range applicable to the class to which the position has been reallocated[, which shall guarantee the same salary rate that the employee received immediately prior to the effective date of the reallocation]. However, if the employee's salary rate exceeds the highest rate within the salary range applicable to the class to which the position has been reallocated, the Director of Human Resources Management shall establish the [incumbent's] salary rate at no more than the highest rate.

(b) The salary rate of an employee occupying a position which has been reallocated to a class of work with a higher grade shall be increased by the Director of Human Resources Management in accordance with the established [s]Salary [p]Plan and applicable personnel procedures.

\* \* \* \* \*

**Sec. 16-135. Salary rate upon reclassification.**

\* \* \* \* \*

(b) Whenever an established class of work is reclassified by decreasing the assigned grade, the salary rates of all employees occupying positions within the class affected by such reclassification [shall be established by the Director of Human Resources Management in accordance with the procedures stipulated under Section 16-133 as if all such employees' positions had been reallocated to a class with a lower grade or all such employees had been displaced to a class with a lower grade] may remain at the same salary rate that the employee received immediately prior to the effective date of the reclassification if the employee's salary does not exceed the maximum of the salary range.

\* \* \* \* \*

**Sec. 16-137. Salary rate upon reemployment.**

\* \* \* \* \*

(b) The salary rate of an employee who has been reemployed in a vacant position in the classified service with a grade lower than the grade applicable to the position formerly occupied by the employee at the time of the employee's involuntary separation, shall be established by the Director of Human Resources Management in accordance with [the procedures stipulated under Section 16-133 as if the employee's position had been reallocated to a class with a lower grade] applicable personnel procedures.

\* \* \* \* \*

SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law.

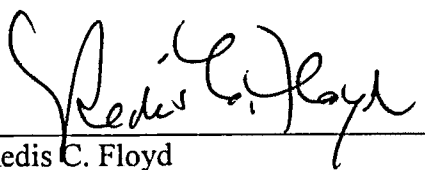
Adopted this 11th day of September, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

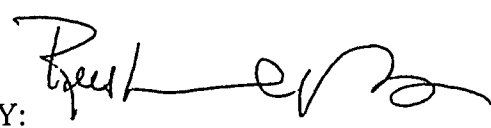
ATTEST:

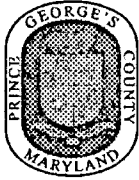
  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 9/24/18

BY:

  
Rushern L. Baker, III  
County Executive



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 9/11/2018 **Effective Date:** 11/9/2018  
**Reference No.:** CB-009-2018 **Chapter Number:** 33  
**Draft No.:** 1 **Public Hearing Date:** 9/11/2018 @ 10:00 a.m.  
**Proposer(s):** County Executive  
**Sponsor(s):** Harrison, Davis, Taveras, Franklin, Patterson and Turner  
**Item Title:** AN ACT CONCERNING PERSONNEL LAW for the purpose of amending provisions of the Personnel Law relating to salary policy, adjustments and rates to provide flexibility to ensure salary equity among employees who perform similar work.

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**Drafter:** Valerie A. Farrar, Office of Human Resources Management  
**Resource Personnel:** Stephanye R. Maxwell, Esq., Office of Human Resources Management

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
03/27/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
07/12/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Patterson, seconded by Vice Chair Taveras, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 5 Davis, Taveras, Turner, Lehman and Patterson		
07/24/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Turner, Davis, Taveras, Harrison, Franklin and Patterson		
09/11/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		
09/11/2018	County Council	enacted	
	<b>Action Text:</b> A motion was made by Council Member Harrison, seconded by Council Member Franklin, that this Council Bill be enacted. The motion carried by the following vote:		

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles  
and Turner

09/24/2018 County Executive signed

**Action Text:**

This Council Bill was signed

---

**AFFECTED CODE SECTIONS:**

16-137 16-135 16-133 16-132 16-131 16-127 16-123

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill will amend provisions of the Prince George's County Code relating to the County's salary policy. Specifically, the legislation will amend the salary rates and adjustments. These modifications will broaden restrictive language to enable appointing authorities to adequately compensate current employees competing with newly hired candidates while ensuring salary equity among employees who perform similar work.

The fiscal impact will be provided by the Office of Management and Budget.

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**Document(s):** B2018009, CB-9-2018 AIS, CB-9-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-9-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY AND FISCAL MANAGEMENT

**Date:** 7/12/2018

**Action:** FAV

---

**REPORT:** Favorable, 5-0 In Favor: Council Members Davis, Lehman, Patterson Taveras and Turner.

CB-9-2018 is a bill which will amend certain provisions of the Prince George's County Code relating to salary policy, salary adjustments and salary rates. These changes will broaden the restrictive language to provide appointing authorities with the flexibility to ensure salary equity among current employees competing with newly hired candidates who perform similar work. The bill will also improve pay equity overall.

During the Committee meeting, Valarie Farrar, Personnel Manager, Office of Human Resources Management, briefed the Committee on the intent of the bill and cited several issues which the bill will remedy. She was accompanied by Bridgette Greer, Esq., Deputy Director, Office of Human Resources Management.

The Office of Law finds CB-9-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports that the enactment of CB-9-2018 will have an adverse impact on the County, however a reasonable estimate cannot be determined at this time. The impact will be dependent upon the salary rate of those employees affected by the described amendments to the Personnel Law.

After discussion, the Public Safety and Fiscal Management Committee reported CB-9-2018 out favorably 5-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-19-2018  
 Chapter No. 34  
 Proposed and Presented by Council Member Glaros  
 Introduced by Council Members Glaros, Toles, Turner, Taveras,  
Franklin, Harrison and Patterson  
 Date of Introduction July 24, 2018

**BILL**

1 AN ACT concerning

2 Sidewalks

3 For the purpose of providing for defined terms; providing for sidewalks and general construction  
 4 standards; providing for sidewalk construction standards; providing for keeping sidewalks open  
 5 during construction; providing a certain exception; and generally regarding sidewalks.

6 BY repealing and reenacting without amendments:

7 SUBTITLE 23. ROADS AND SIDEWALKS.

8 Section 23-102,

9 The Prince George's County Code

10 (2015 Edition; 2017 Supplement).

11 BY repealing and reenacting with amendments:

12 SUBTITLE 23. ROADS AND SIDEWALKS.

13 Sections 23-129 and 23-135,

14 The Prince George's County Code

15 (2015 Edition; 2017 Supplement).

16 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 17 Maryland, that Section 23-102 of the Prince George's County Code be and the same is hereby  
 18 repealed and reenacted without amendments:

19 SUBTITLE 23. ROADS AND SIDEWALKS.

20 DIVISION 1. GENERAL PROVISIONS.

21 Sec. 23-102. Definitions.

(b) The following words and phrases are hereby defined with respect to their use in this Subtitle:

**(12) Permittee.** Any person who has been granted a permit for construction. Also, any contractor, subcontractor, excavator, or other person undertaking construction pursuant to a permit.

**(16) Right-of-Way.** Any land area which has been dedicated to public use by a plat of subdivision or other instrument recorded in the land records of the County; also, any land area deeded to or acquired by the County for road or transportation purposes; also, any land area which has been conveyed to a public agency by easement for public use for road or transportation purposes; also, any land area which has been declared by competent authority to be a public right-of-way through use or through prescriptive usage in accordance with Maryland law; also, any land area along a County-maintained road which falls within the traveled way or the actively maintained shoulders and side ditches of the County-maintained road. With respect to a private road conforming to this Code, any land area contained in an easement or private right-of-way recorded in the land records of the County for ingress and egress, access, or terms of similar meaning. With respect to storm water management facilities, any land area contained in an easement or right-of-way recorded in the land records of the County for the installation, operation, or maintenance of the said facilities.

**(17) Road.** Any travel way or right-of-way, whether open or not, and any land area dedicated to public use, in a recorded deed or recorded plat of subdivision, for the purpose of, or used for, passage of vehicular or pedestrian traffic, together with adjacent appurtenant drainage ditches, channels, support slopes, structures, walks, and traffic control devices. This term shall embrace all ways designated as roads, streets, alleys, lanes, paths, highways, avenues, or terms of similar meaning.

SECTION 2. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Sections 23-129 and 23-135 of the Prince George's County Code be and the same are hereby repealed and reenacted with the following amendments:

**SUBTITLE 23. ROADS AND SIDEWALKS.**

**DIVISION 3. DESIGN AND CONSTRUCTIONS STANDARDS AND REQUIREMENTS.**

**Sec. 23-129. - General construction requirements for existing or proposed County roads.**

(a) All road construction shall conform to this Subtitle.

(b) All roads to be constructed shall be graded to the full width of the right-of-way or as shown on the approved plans.

(c) Grading shall include clearing and grubbing, the removal and replacement of all unsuitable material, and the proper preparation of subgrade.

(d) Sufficient underdrains shall be installed as directed by the Department.

(e) No work on road pavement shall be started until all underground utilities within areas of public dedication have been installed and properly backfilled in accordance with accepted standards as determined by the inspector. In the case of water and sewer utilities, the permittee is required to notify WSSC immediately after base paving operations so WSSC can schedule an inspection of its facilities within ten (10) working days and issue a preliminary paving clearance certificate. Notification shall include the project name, location, Department permit number, and contact person's name at the site. Upon completion of final paving, the permittee is also required to notify the WSSC so that WSSC can schedule an inspection of its facilities within ten (10) working days and issue a final paving clearance certificate.

(f) All materials used in construction shall conform in every detail to the Design and Construction Standards. The Director is authorized to accept materials which are substantially equivalent to the materials required by the Design and Construction Standards.

(g) A street name sign shall be installed at each intersection where required by the Director. The Department of Public Works and Transportation shall be responsible for the manufacturing and installation of street signs and for the development of standards for their design and installation. Permittees responsible for the construction of new roadways shall be responsible for all costs associated with manufacturing and installing new signs.

(h) The permittee shall erect barricades of a design approved by the Director at locations as shown on approved plans or in accordance with accepted standards as determined by the inspector.

(i) Until such time as the Director accepts the work, the permittee, including a public utility, shall safely maintain pedestrian and vehicular traffic on the roadway within the

1 permit limits of the work, and provide materials, labor, and equipment in accordance with  
 2 accepted standards as directed by the inspector, including construction of warning signs,  
 3 flagmen, lights, and barricades to properly maintain traffic in accordance with the latest edition  
 4 of the Manual on Uniform Traffic Control Devices for Streets and Highways as published by  
 5 the U.S. Department of Transportation. Except as provided in this Section, [Sidewalks]  
 6 sidewalks shall remain open or an alternate route shall be provided to pedestrian traffic. A  
 7 sidewalk may be closed and no alternative route provided if a regulated utility, bi-county  
 8 agency or the Department determines that it is not feasible to keep the sidewalk open or  
 9 provide an alternative route. The inspector may, in cooperation with police and/or traffic  
 10 authorities, discontinue traffic temporarily where public safety absolutely requires same. The  
 11 permittee shall also have a duty to:

12 (1) Properly illuminate, mark, and barricade excavations or other hazards at all  
 13 times;

14 (2) Provide adequate access, to include the removal of snow and ice from  
 15 partially constructed roadways, to all driveways and sidewalks within the permit limits;

16 (3) Control dust conditions within the area covered by the permit by placing  
 17 calcium chloride or water, or both, as directed;

18 (4) Shape up the roadway by blading, as directed;

19 (5) Correct muddy or soft subgrade conditions by placing temporary gravel or  
 20 stone thereon;

21 (6) Promptly remove any dirt and debris on streets in, and adjacent to, the work  
 22 area during the construction period as directed by the inspector; and

23 (7) Utilize only the roadways designated by the Department for access and  
 24 egress of construction vehicles.

25 (8) Failure of construction vehicles to adhere to signed prohibitions of use may  
 26 result in revocation of permits issued to the permittee by the Department.

27 \* \* \* \* \*

28 **Sec. 23-135. - Curb and gutter; hiker-biker trails; sidewalk.**

29 (a) Curb and gutter shall be required in the following circumstances:

30 (1) Where the majority of individual lots abutting any road have a frontage  
 31 of one hundred (100) feet or less;

(2) Where any road abuts property in the process of development for multidwelling residential, commercial, or industrial use which is not being subdivided into individual building lots;

(3) Where any road abuts property in the process of development for townhouses, cluster, or similar uses in which individual building lots are interior to the subdivision and the road abuts common or open space areas of the subdivision;

(4) Where curb and gutter construction is required by traffic or pedestrian conditions as determined by the Director.

(b) Hiker-biker trails. Hiker-biker trails with appropriate ramps may be required in accordance with the Design and Construction Standards within the road right-of-way along routes designated as such on the Adopted and Approved Countywide Trails Plan or Area Master Plans maintained by the Maryland-National Capital Park and Planning Commission. The Department will accept the trail for maintenance only where the trail is located within, or parallel to and touching, the road right-of-way, and upon completion and acceptance of the construction. In addition, the Director may require construction of such trails along primary residential, collector, arterial, and industrial-commercial roads. Except as provided in this Section, [Hiker-biker] hiker-biker trails shall stay open or an alternate route shall be provided. A hiker-biker trail may be closed and no alternative route provided if a regulated utility, bi-county agency or the Department determines that it is not feasible to keep the sidewalk open or provide an alternative route.

(c) Sidewalks. Sidewalks shall be required along urban roads in the following circumstances:

- (1) Arterials - both sides.
- (2) Collectors - both sides.
- (3) Commercial/Industrial - as determined by the Director.
- (4) Primary Residential - on one side. Where existing sidewalks are located on both sides of the street, construction of the sidewalks on both sides of the street shall be continued to the next intersection where the sidewalk construction will transition to one-sided construction. Except as provided in this Section, the [The] alternate sidewalk shall remain open to pedestrian traffic. A sidewalk may be closed and no alternative route provided if a regulated

1 utility, bi-county agency or the Department determines that it is not feasible to keep the  
2 sidewalk open or provide an alternative route.

3 (5) Secondary Residential - on one side. Where existing sidewalks are  
4 located on both sides of the street, construction of the sidewalks on both sides of the street  
5 shall be continued to the next intersection where the sidewalk construction will transition to  
6 one-sided construction. Except as provided in this Section, the [The] alternate sidewalk shall  
7 remain open to pedestrian traffic. A sidewalk may be closed and no alternative route provided  
8 if a regulated utility, bi-county agency or the Department determines that it is not feasible to  
9 keep the sidewalk open or provide an alternative route.

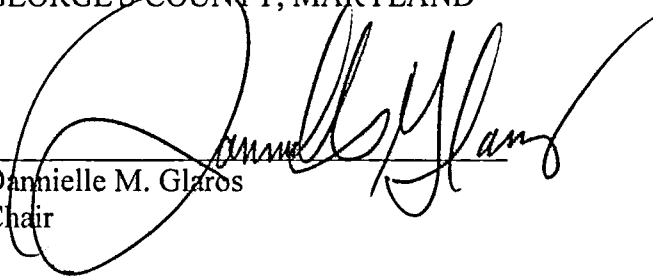
10 (d) Sidewalks on State roads. Sidewalks may be required along all State roads that  
11 have concrete curb and gutter, or where it is required by the SHA. A permit issued by the  
12 Department will be required for this work where a SHA permit is not required.

13 SECTION 3. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
14 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
15 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
16 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
17 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
18 Act, since the same would have been enacted without the incorporation in this Act of any such  
19 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
20 or section.


21 SECTION 4. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
22 calendar days after it becomes law.

Adopted this 11<sup>th</sup> day of September, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

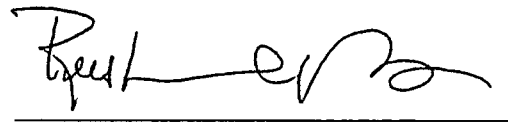
BY:   
Dannielle M. Glaros  
Chair

ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 9/24/18

BY:   
Rushern L. Baker, III  
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 9/11/2018 **Effective Date:** 11/9/2018  
**Reference No.:** CB-019-2018 **Chapter Number:** 34  
**Draft No.:** 2 **Public Hearing Date:** 9/11/2018 @ 10:00 a.m.  
**Proposer(s):** Glaros  
**Sponsor(s):** Glaros, Toles, Turner, Taveras, Franklin, Harrison and Patterson  
**Item Title:** AN ACT CONCERNING SIDEWALKS for the purpose of providing for defined terms; providing for sidewalks and general construction standards; providing for sidewalk construction standards; providing for keeping sidewalks open during construction; and generally regarding sidewalks.

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**Drafter:** Kathleen H. Canning, Legislative Office  
**Resource Personnel:** Aimee E. Olivo, Chief of Staff

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
05/15/2018	County Council	presented and referred	THE
	<b>Action Text:</b> This Council Bill was presented by Council Member Glaros and referred to the Transportation, Housing and the Environment Committee		
07/12/2018	THE	Favorably recommended with amendments	County Council
	<b>Action Text:</b> A motion was made by Council Member Franklin, seconded by Council Member Taveras, that this Council Bill be Favorably recommended with amendments to the County Council. The motion carried by an unanimous vote. Aye: 5 Turner, Toles, Lehman, Franklin and Taveras		
07/24/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Glaros, Toles, Turner, Taveras, Franklin, Patterson and Harrison		
09/11/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		
09/11/2018	County Council	enacted	

**Action Text:**

A motion was made by Council Member Lehman, seconded by Council Member Patterson, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles  
and Turner

09/24/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

23-135 23-129

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill is for the purpose of keeping sidewalks and hiker-biker trails open during construction.

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**Document(s):** B2018019, CB-19-2018 AIS, CB-019-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-19-2018

**Draft No.:** 2

**Committee:** TRANSPORTATION, HOUSING AND ENVIRONMENT COMMITTEE

**Date:** July 12, 2018

**Action:** FAV(A)

---

Committee Vote: Favorable with Amendments, 5-0 (In Favor: Council Members Turner, Franklin, Lehman, Taveras and Toles)

Staff provided an overview of CB-019-2018 indicating that it seeks to require a permittee, as defined by Section 23-102 of the Prince George's County Code, to maintain the continued operation of sidewalks, or an alternate route for pedestrian traffic, and hiker-biker trails, during periods of construction, in accordance with the proposed legislation.

The sponsor provided an amendment sheet with proposed changes. The amendments are reflected in Draft 2 adding language "Except as provided in this section" and "A sidewalk may be closed and no alternative route provided" in three (3) places in the Bill; and in one (1) place language added, "Except as provided in this section" and "A Hiker-Biker Trail may be closed and no alternative route provided." The purpose of the amendment is to provide an option for closure if it's not feasible to keep open.

The County Executive's office supports as amended.

The Office of Law finds it to be in proper legislative form and see no legal impediments to its enactment.

The Office of Audits and Investigations determined that enactment of CB-019-2018 should not have an adverse fiscal impact on the County.

The Washington Suburban Sanitary Commission (WSSC) representative provided public testimony indicating their willingness to adhere to the guidelines but citing cost as a concern.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-16-2018

Chapter No. 62

Proposed and Presented by Council Member Lehman

Introduced by Council Members Lehman, Turner, Taveras, Franklin and Patterson

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

Date of Introduction September 11, 2018

**BILL**

1 AN ACT concerning

2 Animal Welfare

3 For the purpose of providing for adequate care; providing for adequate shelter; providing for  
4 cruelty to animals; providing that there is no adequate shelter under certain conditions, during  
5 certain hours, during certain weather temperatures and weather conditions; providing the  
6 definition of companion animals; providing for the manner in keeping animals; providing for  
7 civil and criminal violations and penalties; and generally regarding animal welfare.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 3. ANIMAL CONTROL.

10 Section 3-101, 3-116, 3-116.01, and 3-180,

11 The Prince George's County Code

12 (2015 Edition; 2017 Supplement).

13 BY repealing and reenacting without amendments:

14 SUBTITLE 3. ANIMAL CONTROL.

15 Section 3-131,

16 The Prince George's County Code

17 (2015 Edition; 2017 Supplement).

18 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
19 Maryland, that Section 3-101, 3-116, 3-116.01, and 3-180, of the Prince George's County Code  
20 be and the same are hereby repealed and reenacted with the following amendments:

21 SUBTITLE 3. ANIMAL CONTROL.

## DIVISION 1. DEFINITIONS.

### Sec. 3-101. Definitions.

(a) As used in and for the purposes of this Subtitle, the following words and phrases shall have the meanings assigned to them herein:

\* \* \* \* \*

[(2) **Adequate care** shall mean the responsible practice of good animal husbandry, handling, production, management, confinement, feeding, watering, protection, shelter, transportation, treatment, and, when necessary, euthanasia, appropriate for the age, species, condition, size, and type of the animal and the provision of veterinary care when needed to prevent suffering or impairment of health.]

(2) Adequate care shall mean humane treatment and responsible attention given to an animal, as appropriate for the age, species, condition, weight, size, and type of animal, in providing proper food, water, shelter, protection from the weather, exercise space, air, light, grooming, transportation, training, handling, confinement, and timely veterinary care and treatment, including euthanasia when necessary. Humane treatment shall include consideration and care for the psychological and emotional well-being of animals.

\* \* \* \* \*

(5) **Adequate shelter** shall mean provision of, and access to, shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, as appropriate for the species; and for dogs, cats, and ferrets, provides a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this definition, shelters whose wire, grid, or slat floors permit the animals' feet to pass through the openings, sag under the animals' weight, or otherwise do not protect the animals' feet or toes from injury are not adequate shelter. [The following] For animals confined outside, the foregoing shall not constitute the provision of adequate outdoor shelter when it is conducted (a) between the hours of 10 p.m. and 6 a.m., unless the animal is actively engaged in conduct that is directly related to agricultural activity or farm animal activity on property whose zoning classification, if any, permits such

agricultural activity; or (b) when no pet owner is on the property; or (c) when the actual or effective outdoor temperature is 32 degrees Fahrenheit or lower, or 85 degrees Fahrenheit or higher; or (d) during a heat advisory issued by a local or State authority; or (e) during the effective period for a severe weather warning issued for the area by the National Weather Service, including a hurricane warning, tropical storm warning, or tornado warning.

\* \* \* \* \*

(33) **Companion animal** shall mean any domestic or feral dog, domestic or feral cat, ferret, nonhuman primate, guinea pig, hamster, rabbit not raised for human food or fiber, exotic or native animal, reptile, exotic or native bird, or any feral animal or any animal under the care, custody, or ownership of a person or any animal which is bought, sold, traded, or bartered by any person. Agricultural animals, farm animals, game species, wild or game species native to Maryland, or any animal regulated under federal law as research animals shall not be considered companion animals.

\* \* \* \* \*

(35) **Cruelty** shall mean any act of commission or omission whereby unjustifiable physical harm or pain, suffering, or death is caused or permitted, including failure to provide proper drink, air, space, shelter, or protection from the elements, veterinary care, or nutritious food in sufficient quantities, with respect to an animal including providing for adequate shelter when the actual or effective outdoor temperature is 32 degrees Fahrenheit or lower, or 85 degrees Fahrenheit or higher; In the case of an activity in which physical pain is necessarily caused, such as food processing, hunting, experimentation, or pest elimination, cruelty shall mean the failure to employ the most reasonable humane method available under the circumstances.

\* \* \* \* \*

#### **Sec. 3-116. Civil penalties; subsequent violations.**

(a) Any person found to have violated any provision of this Subtitle shall be subject to the following civil penalties:

(1) For violation of Sections 3-133, 3-134, 3-135, 3-138, 3-139, 3-144, 3-145, 3-148, and 3-184, the fines shall be Fifty Dollars (\$50.00) for the first violation, One Hundred Dollars (\$100.00) for the second offense, and Two Hundred Fifty Dollars (\$250.00) for each subsequent violation.

(2) For violation of Sections 3-125, 3-132, 3-148.03, 3-149, 3-158, 3-159, 3-160, through 3-174, 3-177, 3-183, 3-186, 3-188, and 3-190, the civil penalty for each violation shall be One Hundred Dollars (\$100.00) for the first violation, Five Hundred Dollars (\$500.00) for the second violation, and One Thousand Dollars (\$1,000.00) for each subsequent violation.

(3) For violation of Sections 3-137, 3-175, 3-176, 3-189, 3-191, 3-195, and 3-196, the civil penalty for the first violation shall be One Hundred Dollars (\$100.00), One Thousand Dollars (\$1,000.00) for the second offense, and Two Thousand Five Hundred Dollars (\$2,500.00) for each subsequent violation.

(4) For violation of Sections 3-131, 3-141, [and] 3-142, and 3-180, the civil penalty shall be Five Hundred Dollars (\$500.00) for the first violation, One Thousand Dollars (\$1,000.00) for the second violation, and Two Thousand Five Hundred Dollars (\$2,500.00) for each subsequent violation.

(5) For violation of any other Section of this Subtitle not separately specified in this Section, the civil penalty shall be Twenty-Five Dollars (\$25.00) for the first violation, Fifty Dollars (\$50.00) for the second violation occurring within a twenty-four (24) month period, and One Hundred Dollars (\$100.00) for each subsequent violation occurring within a twenty-four (24) month period.

**Sec. 3-116.01. Criminal penalties; violations.**

(a) Any person found to have violated any provision of Section 3-185.01 shall be fined up to \$1,000.00 or may be sentenced to not more than six (6) months of imprisonment.

(b) A Pit Bull that causes injury to or kills a human being or a domestic animal without provocation shall be humanely destroyed, and the owner of such dog shall be fined up to \$1,000.00 or may be sentenced to not more than six (6) months of imprisonment.

(c) For violation of Section 3-115(g), the criminal penalty shall be up to One Thousand Dollars (\$1,000.00) and/or imprisonment for up to ninety (90) days.

(d) For violation of Section 3-135, the criminal penalty shall be up to Five Hundred Dollars (\$500.00) and/or imprisonment for up to ninety (90) days.

(e) For violation of Section 3-131, 3-180(a), 3-180(b)(4) or Section 3-180(c), the criminal penalty shall be One Thousand Dollars (\$1,000.00) and/or imprisonment for up to six (6) months.

\* \* \* \* \*

1 **Sec. 3-180. Animal Cruelty and Neglect; prohibited.** (a) No animal is exempt from  
 2 protection against cruelty or neglect as defined in Sections 3-101(35) and 3-101(53) of this  
 3 Subtitle. No animal shall be overdriven, overloaded, deprived of necessary sustenance,  
 4 tortured, tormented, mutilated, cruelly beaten, or otherwise physically abused or cruelly killed.  
 5 Any person who causes, procures, or authorizes these acts; or who, having the charge or  
 6 custody of an animal as an owner or otherwise, inflicts unnecessary suffering or pain upon the  
 7 animal; or who unnecessarily fails to provide the animal with nutritious food, water, air, space,  
 8 shelter, or protection from the weather shall be charged in accordance with the provisions of  
 9 Subsection (b), below. In addition, this includes providing for adequate shelter when the actual  
 10 or effective outdoor temperature is 32 degrees Fahrenheit or lower, or 85 degrees Fahrenheit or  
 11 higher. Any person who fails to employ the most humane method possible for activities such as  
 12 processing, pest elimination, hunting, and animal training shall be charged in accordance with  
 13 the provisions of Subsection (b), below.

14 \* \* \* \* \*

15 SECTION 2. BE IT ENACTED by the County Council of Prince George's County,  
 16 Maryland, that Section 3-131 of the Prince George's County Code be and the same is  
 17 hereby repealed and reenacted without amendments:

### 18 SUBTITLE 3. ANIMAL CONTROL.

### 19 DIVISION 4. ANIMAL CONTROL ENFORCEMENT.

### 20 SUBDIVISION 3. ANIMAL CONTROL REGULATIONS.

### 21 **Sec. 3-131. Manner of keeping animals; prohibition of nuisances.**

22 (a) Each owner or custodian shall provide the following for each of his or her companion  
 23 animals:

- 24 (1) Adequate feed;
- 25 (2) Adequate water;
- 26 (3) Adequate shelter that is properly cleaned;
- 27 (4) Adequate space in the primary enclosure for the particular type of animal  
 28 depending on its size, species, and weight;
- 29 (5) Adequate exercise;
- 30 (6) Adequate care, proper and appropriate treatment, and proper transportation; and

(7) Adequate veterinary care and veterinary care when needed to prevent suffering or disease transmission.

(b) The provisions of this Section shall also apply to every animal shelter, impoundment facility, foster home, and holding facility whether temporary or permanent.

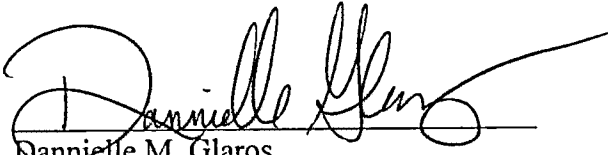
(c) No person shall keep or maintain any animal in Prince George's County in such manner as to cause or permit the animal to be a public nuisance or to cause or permit the animal to cause a public nuisance condition. No person shall keep or maintain any animal in the County in such manner as to disturb the peace, comfort, or health of any person residing within the County.

SECTION 3. BE IT FURTHER ENACTED that the provisions of this Act are hereby declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

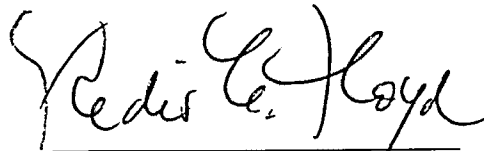
SECTION 4. BE IT FURTHER ENACTED that this Act shall take forty-five (45) calendar days after it becomes law.

Adopted this 9<sup>th</sup> day of October, 2018.

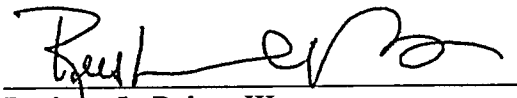
COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:   
Dannielle M. Glaros  
Chair

ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 11/1/2018 BY:   
Rushern L. Baker, III  
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/9/2018 **Effective Date:** 12/17/2018  
**Reference No.:** CB-016-2018 **Chapter Number:** 62  
**Draft No.:** 2 **Public Hearing Date:** 10/9/2018 @ 1:30 PM

**Proposer(s):** Lehman  
**Sponsor(s):** Lehman, Turner, Taveras, Franklin and Patterson  
**Item Title:** AN ACT CONCERNING ANIMAL WELFARE for the purpose of providing for adequate care; providing for adequate shelter; providing for cruelty to animals; providing that there is no adequate shelter under certain conditions, during certain hours, during certain weather temperatures and weather conditions; providing the definition of companion animals; providing for the manner in keeping animals; providing for civil and criminal violations and penalties; and generally regarding animal welfare.

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**Drafter:** Kathleen H. Canning, Legislative Officer  
**Resource Personnel:** Bridget E. Warren, Chief of Staff

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
05/15/2018	County Council	presented and referred	THE
	<b>Action Text:</b> This Council Bill was presented by Council Member Lehman and referred to the Transportation, Housing and the Environment Committee		
07/12/2018	THE	Favorably recommended with amendments	County Council
	<b>Action Text:</b> A motion was made by Council Member Taveras, seconded by Council Member Lehman, that this Council Bill be Favorably recommended with amendments to the County Council. The motion carried by the following vote: Aye: 5 Turner, Toles, Lehman, Franklin and Taveras		
09/11/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Lehman, Turner, Taveras, Franklin and Patterson		
10/09/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		

10/09/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Lehman, seconded by Vice Chair Turner, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 8 Glaros, Davis, Harrison, Lehman, Patterson, Taveras, Toles and Turner

Absent: 1 Franklin

11/01/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

03-180 03-131 03-116.01 03-116 03-101

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill applies to the keeping of companion animals. This bill supplements the definition of adequate shelter to expressly provide types of conditions that are required for meeting the adequate shelter standard. These conditions include the companion animal being outside during certain weather temperatures and weather conditions.

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**Document(s):** B2018016, CB-16-2018 AIS, CB-016-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-16-2018

**Draft No.:** 2

**Committee:** TRANSPORTATION, HOUSING AND ENVIRONMENT COMMITTEE

**Date:** July 12, 2018

**Action:** FAV(A)

---

Committee Vote: Favorable with Amendments, 5-0 (In favor: Council Members Turner, Franklin, Lehman, Taveras and Toles)

Staff explained that CB-016-2018 amends Subtitle 3. Animal Control of the Prince George's County Code. CB-016-2018 seeks to clarify adequate care, adequate shelter and cruelty, as related to animal welfare, and provides for civil and criminal violations and penalties for violators of the County's animal control laws.

The sponsor indicated that the legislation creates additional protection for animals that are left outdoors and provides enforcement ability to take proactive steps to prevent animal suffering and issues for citizens.

The Department of Environment (DOE) representative indicated support of the Bill; further expressing that DOE is currently compiling an Animal Control Ordinance and this Bill would not cause a conflict with their document.

Office of Law representative indicated support of the legislation. It was further stated that the Bill seeks to add five (5) specific circumstances that will not constitute the provision of adequate shelter. It is advisable that the definition also include standards on how someone that falls under those specific circumstances can comply and provide adequate shelter. Additionally, an exemption should be made, explicitly, for farm animals from these conditions.

A question was raised regarding enforcement relative to fines. The DOE representative indicated that the violator would receive a warning notice prior to a fine.

Regarding specific circumstances that will not constitute the provision of adequate shelter; questions were raised regarding how the temperature of 85 degrees was determined and the timeframe of 10 p.m. and 6 a.m. The 85 degrees temperature was determined by the veterinary community and the timeframe of 10 p.m. and 6 a.m. was mirrored after Virginia regulations.

The County Executive supports CB-016-2018.

The Office of Audits and Investigations determined that there should not be an adverse fiscal impact on the County. A positive fiscal impact may be realized by the County related to any civil violations

that are assessed to violators of the Animal Control Ordinance.

Judy and Roger McClain, SPCA Humane Society of Prince George's County spoke in support of CB-016-2018 and provided written testimony.

Written testimony was provided in support from The Humane Society of the United States, SPCA Humane Society of Prince George's County, and a Bowie resident, Anita Summers.

CB-016-2018 was voted out of committee with the recommendation that staff further provide qualifying language under DEFINITIONS. (5) Adequate shelter pertaining to animal outdoor confinement, and companion animals.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-66-2018  
 Chapter No. 64  
 Proposed and Presented by The Chair (by request – County Executive)  
 Introduced by Council Members Glaros, Toles, Turner, Taveras, Franklin and Patterson  
 Co-Sponsors \_\_\_\_\_  
 Date of Introduction September 4, 2018

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement – International Association of  
 3 Fire Fighters, AFL-CIO, Local 1619  
 4 (Fire Fighters, Paramedics and Fire Fighter/Medics)

5 For the purpose of amending the labor agreement by and between Prince George's County,  
 6 Maryland and the International Association of Fire Fighters, AFL-CIO, Local 1619 (Fire  
 7 Fighters, Paramedics and Fire Fighter/Medics), to provide for wages and certain other terms and  
 8 conditions of employment for personnel classifications initially certified by the Prince George's  
 9 County Public Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Section 16-233(f)(1),

13 The Prince George's County Code

14 (2015 Edition; 2017 Supplement).

15 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 16 Maryland, that Section 16-233(f)(1) of the Prince George's County Code be and the same is  
 17 hereby repealed and reenacted with the following amendments:

18 SUBTITLE 16. PERSONNEL.

19 DIVISION 19. COLLECTIVE BARGAINING.

20 Sec. 16-233. General.

21 \* \* \* \* \*

1 (f) The following collective bargaining agreements are hereby adopted and approved:

2 \* \* \* \* \*

3 **(1) Declaration of Approval - Local 1619, International Association of Fire**  
 4 **Fighters, AFL-CIO (Fire Fighters, Paramedics, and Fire Fighter/Medics).**

5 The County Council of Prince George's County, Maryland, having fully considered the  
 6 labor agreement concluded between Prince George's County, Maryland and Local 1619,  
 7 International Association of Fire Fighters, AFL-CIO (Fire Fighters, Paramedics, and Fire  
 8 Fighter/Medics) on July 27, 2018, hereby approves said agreement in accordance with the  
 9 provisions of Section 13A-109 of the Prince George's County Code.

10 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
 11 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
 12 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
 13 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
 14 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
 15 Act, since the same would have been enacted without the incorporation in this Act of any such  
 16 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
 17 or section.

18 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
 19 calendar days after it becomes law and the Agreement, unless specifically stated otherwise in a  
 20 specific provision, shall be retroactively effective to July 1, 2018.

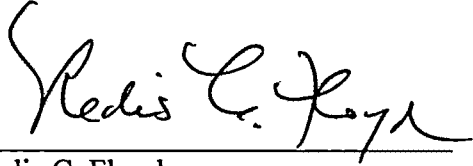
Adopted this 25<sup>th</sup> day of September, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: 

Dannielle M. Glaros  
Chair

ATTEST:



Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 10/24/2018

BY: 

Rushern L. Baker, III  
County Executive

AGREEMENT  
MADE BY AND BETWEEN  
PRINCE GEORGE'S COUNTY, MARYLAND  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL NO. 1619  
(FIRE FIGHTERS, PARAMEDICS AND FIRE FIGHTER/MEDICS)  
JULY 1, 2018 THROUGH JUNE 30, 2020

## TABLE OF CONTENTS

	<u>PAGE</u>
<b>PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE 1 – RECOGNITION ....</b>	<b>1</b>
<b>ARTICLE 2 -- EQUAL EMPLOYMENT OPPORTUNITY ...</b>	<b>1</b>
Section 2.1 Policy.....	1
<b>ARTICLE 3 -- ORGANIZATIONAL SECURITY ....</b>	<b>2</b>
Section 3.1 Union Membership .....	2
Section 3.2 Checkoff.....	2
Section 3.3 Conferences and Seminars .....	2
Section 3.4 Leave for Negotiations.....	3
Section 3.5 Union President.....	3
Section 3.6 Communication Distribution .....	3
Section 3.7 Union Pins and Jackets .....	3
Section 3.8 Non-participation in Volunteer Activities .....	3
Section 3.9 Uniforms .....	3
Section 3.10 Roster .....	3
Section 3.11 Publication of Agreement .....	3
<b>ARTICLE 4 – POLITICAL ACTION COMMITTEE (PAC) ....</b>	<b>4</b>
<b>ARTICLE 5 -- MANAGEMENT RIGHTS... ..</b>	<b>4</b>
<b>ARTICLE 6 -- RULES AND REGULATIONS ... ..</b>	<b>4</b>
Section 6.1 Compliance with Regulations .....	4
Section 6.2 Notice of Policy Change .....	4
Section 6.3 Arbitrability .....	4
<b>ARTICLE 7 – WAGES .....</b>	<b>5</b>
Section 7.1 Wages.....	5
Section 7.2 Acting Pay.....	6
Section 7.3 Call-Back Pay .....	7
Section 7.4 Holiday Pay.....	7
Section 7.5 Overtime Pay .....	7
<b>ARTICLE 8 – SPECIALTY PAY .....</b>	<b>8</b>
Section 8.1 Special Duty Pay.....	8
Section 8.2 Field Training Officer/Preceptor Pay .....	9
Section 8.3 Peer Fitness Trainer Pay .....	9
Section 8.4 Training Certification Pay.....	9
Section 8.5 Uniform Allowance .....	9
Section 8.6 Physical Training Pay .....	9
<b>ARTICLE 9 – HEALTH CARE &amp; SUPPLEMENTAL BENEFITS.....</b>	<b>10</b>
Section 9.1 Group Health Care .....	10
Section 9.2 Retiree Health Insurance Coverage .....	10
Section 9.3 Dental Insurance .....	11
Section 9.4 Long Term Disability Insurance .....	11

Section 9.5 Flexible Spending Accounts .....	11
Section 9.6 Life Insurance under the Beneflex Program .....	11
Section 9.7 Joint Health Care Committee .....	12
<b>ARTICLE 10 – PENSION BENEFITS.....</b>	<b>13</b>
Section 10.1 Prince George's County Fire Service Pension Plan.....	13
Section 10.2 Normal Retirement.....	13
Section 10.3 Contribution to Retirement Trust Fund.....	13
Section 10.4 Non-Service Connected Disability Retirement.....	13
Section 10.5 Service Connected Disability Retirement.....	14
Section 10.6 Disability Review Board Hearings .....	14
Section 10.7 Representation on the Pension Plan Board of Trustees, Medical Advisory Board, and Disability Review Board.....	14
Section 10.8 Death of Eligible Participant.....	14
Section 10.9 Plan Administration.....	14
Section 10.10 Cost of Living Increases for Retirees.....	15
Section 10.11 Joint and Survivor Pension Benefits .....	16
Section 10.12 Hold Harmless Benefit Calculation .....	17
Section 10.13 Purchase of Pension Credit with Annual Leave and Sick Leave.....	17
Section 10.14 IRS Pickup Plan .....	17
Section 10.15 Pension Plan Modifications Effective September 1, 2005.....	18
Section 10.16 Pension Plan Modifications Effective July 1, 2013 .....	18
Section 10.17 Cost Neutral Deferred Retirement Optional Program (DROP) Study.....	18
Section 10.18 Deferred Retirement Option Program (DROP) .....	18
<b>ARTICLE 11 -- LEAVE PROVISIONS .....</b>	<b>20</b>
Section 11.1 Sick Leave.....	20
Section 11.2 Annual Leave .....	20
Section 11.3 Leave of Absence.....	20
Section 11.4 Scheduled Leave .....	21
Section 11.5 Personal Leave .....	21
Section 11.6 Bereavement Leave.....	22
Section 11.7 Disability Leave .....	22
Section 11.8 Additional Leave Provision .....	23
Section 11.9 Sick and Annual Leave Disposition Upon Separation.....	23
Section 11.10 Sick Leave Bank.....	24
Section 11.11 Day Personnel Differential .....	25
Section 11.12 Fair Labor Standard Act (FLSA) Compensatory Leave Usage .....	25
<b>ARTICLE 12 -- SHIFT STAFFING .....</b>	<b>25</b>
Section 12.1 Shift Staffing.....	25
Section 12.2 Advanced Life Support (ALS) Transport Units.....	25
Section 12.3 EMS Transport Unit Call Volume .....	26
Section 12.4 Dedicated Career Safety Officer .....	26
<b>ARTICLE 13 – TRAINING.....</b>	<b>26</b>
Section 13.1 Paramedic Cross-Training .....	26
Section 13.2 Compensatory Time for Training .....	26
Section 13.3 Advanced Life Support Training .....	27

Section 13.4 Annual Certification Training.....	27
Section 13.5 Training Courses for Promotion .....	27
<b>ARTICLE 14 -- GRIEVANCE AND ARBITRATION PROCEDURE.....</b>	<b>28</b>
Section 14.1 Definition .....	28
Section 14.2 Applicability of Grievance Procedure .....	28
Section 14.3 Grievance Procedure.....	28
Section 14.4 General Provisions.....	29
Section 14.5 Time Limits.....	29
Section 14.6 Days Defined .....	29
Section 14.7 Processing Grievances During Working Hours.....	30
Section 14.8 Labor Management Committee.....	30
<b>ARTICLE 15 -- PROMOTIONS.....</b>	<b>30</b>
Section 15.1 Promotion Exams.....	30
Section 15.2 Time in Grade Requirement.....	30
Section 15.3 Competitive Promotion Salary Increase .....	30
Section 15.4 Non-Competitive Promotion Procedures for Employees .....	31
Section 15.5 Line of Duty Death Posthumous Promotion.....	31
<b>ARTICLE 16 -- SAFETY AND HEALTH .....</b>	<b>31</b>
Section 16.1 Cooperation.....	31
Section 16.2 Safety Officer.....	31
Section 16.3 Treatment of Injuries.....	32
Section 16.4 Medical Presumption.....	32
Section 16.5 Safety .....	32
Section 16.6 Employee Assistance Program.....	33
Section 16.7 Wellness/Fitness Program.....	33
Section 16.8 Personal Protective Equipment.....	34
Section 16.9 Protective Clothing for Structural Firefighting.....	34
Section 16.10 Diesel Exhaust Capture Systems .....	34
<b>ARTICLE 17 -- HOURS OF WORK.....</b>	<b>34</b>
Section 17.1 Workweek.....	34
Section 17.2 Exchange of Shifts .....	35
Section 17.3 Calculation of Overtime Hours.....	36
Section 17.4 Holidays .....	36
Section 17.5 Stand-By Duty .....	36
Section 17.6 Mandatory Callback Policy.....	37
<b>ARTICLE 18 -- DISCIPLINE.....</b>	<b>38</b>
Section 18.1 Administrative Charges .....	38
Section 18.2 Timeline for Administrative Charges .....	38
<b>ARTICLE 19 -- PERSONNEL FILES.....</b>	<b>39</b>
Section 19.1 Review .....	39
Section 19.2 Expunction.....	39
<b>ARTICLE 20 -- REMOVAL AND TRANSFER.....</b>	<b>39</b>
Section 20.1 Transfer Policy.....	39
Section 20.2 Removal and Transfer.....	40
Section 20.3 Resolution.....	41

Section 20.4 Appeal.....	41
<b>ARTICLE 21 -- PREVAILING RIGHTS .....</b>	<b>41</b>
<b>ARTICLE 22 -- NO STRIKE OR LOCKOUT.....</b>	<b>41</b>
Section 22.1 No Strike or Lockout.....	41
Section 22.2 Public Denouncement.....	41
Section 22.3 Discipline for Illegal Conduct .....	41
<b>ARTICLE 23 – VACANCIES .....</b>	<b>42</b>
Section 23.1 Filling Vacancies .....	42
Section 23.2 Vacancy List.....	42
<b>ARTICLE 24 -- SAVINGS CLAUSE .....</b>	<b>42</b>
<b>ARTICLE 25 -- TUITION ASSISTANCE AND EDUCATION INCENTIVE.....</b>	<b>42</b>
<b>ARTICLE 26 – DURATION .....</b>	<b>42</b>
<b>ATTACHMENT A – MIN-MAX SYSTEM.....</b>	<b>44</b>
<b>ATTACHMENT B – SCHEDULE OF PAY GRADES SALARY SCHEDULE Y.....</b>	<b>47</b>
<b>ATTACHMENT C - INTERVIEW FORM .....</b>	<b>50</b>
<b>ATTACHMENT D – HISTORICAL PRESERVATION.....</b>	<b>51</b>
<b>ATTACHMENT E—ACKNOWLEDGMENT .....</b>	<b>52</b>

## **PREAMBLE**

This Collective Bargaining Agreement is entered into by Prince George's County, Maryland ("County") and Local 1619, International Association of Fire Fighters, AFL- CIO ("Union") and has as its purpose the promotion of harmonious relations between the County and the Union; 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 conditions of employment for the employees covered hereunder.

## **ARTICLE 1 -- RECOGNITION**

A. The County recognizes the Union as the sole and exclusive bargaining agent of the Prince George's County Fire/EMS Department employees listed below in the units for which it was certified by the Prince George's County Public Employee Relations Board, to wit:

UNIT I: Fire Fighter I, II, III; Fire Fighter Technician; Paramedic Trainee I, II; Paramedic; Fire Fighter/Medic I, II, III; and, Fire Fighter Medic/Technician.

UNIT II: Fire Fighter Lieutenant; Fire Fighter Captain; Fire Fighter Battalion Chief; Paramedic Lieutenant; Paramedic Captain; Paramedic Battalion Chief; Fire Fighter/Medic Lieutenant; Fire Fighter/Medic Captain; and, Fire Fighter/Medic Battalion Chief.

B. The parties agree that all such employees shall be considered uniformed Fire Fighters for the purpose of coverage by the binding interest arbitration provisions of the County Labor Code.

## **ARTICLE 2 -- EQUAL EMPLOYMENT OPPORTUNITY**

### **Section 2.1 Policy**

A. It is the policy of the County to provide equal employment opportunities in employment; to prohibit discrimination in employment against any employee or applicant for employment because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status, or labor organization affiliation; and to promote and implement a positive and continuing program of equal employment opportunity.

B. It is the policy of the Union that it shall not discriminate against any employee or cause or attempt to cause the County to discriminate against any employee because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status or labor organization affiliation.

C. The provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of race, color, creed, sex, sexual orientation, marital status, religion, union or political affiliation, country of origin, age or disability.

## **ARTICLE 3 -- ORGANIZATIONAL SECURITY**

### **Section 3.1 Union Membership**

All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to Section 3.2, remain members of the Union for the duration of this Agreement. All employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union.

### **Section 3.2 Checkoff**

A. Upon presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, the Union shall be entitled to have such employees' membership dues or service fee deducted from their paychecks on a biweekly basis. 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.

B. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Union along with an itemized statement.

C. The Union agrees to hold harmless and indemnify the County for any liability arising from the application of this Article.

D. Except as otherwise expressly provided in this contract, the Employer will not seek to encourage or discourage Union membership.

### **Section 3.3 Conferences and Seminars**

A. The Union shall have a Conference and Seminar Leave Bank of five hundred and seventy-six (576) hours. This also shall be without loss of pay or leave. All requests for Conference and Seminar leave pursuant to this section are subject to the approval of the Fire Chief and shall not be unreasonably withheld. The Union will attempt to provide the requests thirty (30) days in advance, but in no event shall the notice be less than seven (7) days. Leave taken pursuant to this paragraph will not be counted against the Union Business Leave Bank as described in Section 3.3 B.

B. In addition, the Union shall have an additional Union Business Leave Bank of one thousand five hundred (1,500) additional hours. This also shall be without loss of pay or leave. All requests for union business leave pursuant to this section are subject to the approval of the Fire Chief and shall not be unreasonably withheld. The Union will attempt to provide the requests seventy-two (72) hours in advance.

### **Section 3.4 Leave for Negotiations**

Employees (not to exceed five (5) in number which includes the Union President) who, upon the request of the Union are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County shall suffer no loss of pay or leave. Leave taken by these employees (excluding the Union President) will be charged against the Union Business Leave Bank referenced in Section 3.3 (B) above.

### **Section 3.5 Union President**

The President of the Union and one (1) additional employee selected by the President shall be granted administrative leave with pay as may be required for the purpose of discharging official duties of the Union.

### **Section 3.6 Communication Distribution**

Provided always that the distribution needs of the Fire/EMS Department be paramount, the Union will be permitted to use the Fire/EMS Department's electronic mail for distribution of official Union communications. The Union President shall be included as a recipient of information distributed to the fire service.

### **Section 3.7 Union Pins and Jackets**

The employees shall be allowed to wear a pin and/or watch fob showing their Fire/EMS Department Union affiliation on the official Fire/EMS Department uniform. Employees may wear an IAFF jacket with their uniform to and from work.

### **Section 3.8 Non-participation in Volunteer Activities**

No career employee shall be required to participate in fund raising activities of a volunteer corporation (for example, bingos, crab feasts, or any business that relates to private volunteer corporations).

### **Section 3.9 Uniforms**

Required uniforms, with the exception of dress shoes, shall be provided by the County.

### **Section 3.10 Roster**

A roster of all members of the units represented by the Union shall be compiled by the County showing each member's name and his/her length of service with the Fire/EMS Department. The Department will provide this roster to the Union upon request

### **Section 3.11 Publication of Agreement**

The County shall provide two hundred (200) copies of this Agreement to the Union. The County also agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet.

#### **ARTICLE 4 – POLITICAL ACTION COMMITTEE (P.A.C.)**

The County agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement, who so request in writing, voluntary contributions to the Prince George's Professional Fire Fighters Political Action Committee (P.A.C.) fund. The Union agrees to indemnify and hold harmless the County from any loss or damages arising from the operation of this Article.

#### **ARTICLE 5 -- MANAGEMENT RIGHTS**

Except as specifically modified or restricted in this Agreement, the County reserves the right to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause; relieve employees from duty because of lack of work; to take any action necessary to carry out the mission of the County.

#### **ARTICLE 6 -- RULES AND REGULATIONS**

##### **Section 6.1 Compliance with Regulations**

The Union agrees that its members shall comply with all County Fire/EMS Department rules and regulations, including those relating to conduct and work performance, unless specifically modified in this Agreement.

##### **Section 6.2 Notice of Policy Change**

In order that both parties may be kept aware of developments, the County agrees to furnish the Union President with changes regarding policy, procedures, or practices that will affect working conditions in the bargaining unit.

##### **Section 6.3 Arbitrability**

Nothing contained in Section 6.1 and 6.2 of this ARTICLE 6 is intended to limit the Union's ability to grieve and submit to arbitration, as specifically stated in Sections 14.1 and 14.2, respectively, of ARTICLE 14, a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

## ARTICLE 7 – WAGES

### Section 7.1 Wages

#### A. Cost of Living

Employees covered by this Agreement will receive cost of living increases during the term of this Agreement as follows:

1. Effective the first full pay period following January 1, 2019, employees covered by this Agreement will receive a two percent (2%) increase in their hourly rate of pay.

2. Effective the first full pay period following January 1, 2020, employees covered by this Agreement will receive a two percent (2%) increase in their hourly rate of pay.

#### B. Merit Increases

1. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2018 through June 30, 2019 (i.e. Fiscal Year 2019), will receive that merit increase on their hire anniversary date in FY2019.

2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2019 through June 30, 2020 (i.e. Fiscal Year 2020), will receive that merit increase on their hire anniversary date in FY2020.

#### C. Wage Scale for Bargaining Unit Members.

1. Modifications in the wage scale as described in Attachment A, attached hereto.

2. Effective the first full pay period beginning on or after July 1, 2006, employees hired on or after March 29, 1999 who are County certified EMT-Paramedics shall be compensated at the rate of ten percent (10%) above their regular base rate of pay. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base pay (for purposes of pension, overtime). The additional ten percent (10%) shall be payable irrespective of whether it places the employee's salary above the maximum for the employee's grade.

3. Employees hired before January 1, 1999 in the previous "S" Series classification who are or who become County Certified EMT-P receive a fourteen percent (14%) salary adjustment and are no longer eligible for the four percent (4%) continuing education pay. (Note: This is a net ten percent (10%) adjustment for those who are County Certified EMT-P as of July 6, 2008.) These employees are eligible to receive up to ten percent (10%) above their maximum rate of pay.

4. Employees hired before January 1, 1999 in the previous "M" Series classification that are not cross trained as fire fighters receive a ten percent (10%) salary adjustment and are no

longer eligible for the four percent (4%) continuing education pay. (Note: This is a net six percent (6%) adjustment for those who are not cross trained as a fire fighter as of July 6, 2008.) These employees are eligible to receive up to ten percent (10%) above their maximum rate of pay.

5. Employees hired before January 1, 1999 in the previous "M" Series classification who are cross trained as fire fighters receive a five percent (5%) salary adjustment and are no longer eligible for the four percent (4%) continuing education pay. (Note: This is a net one percent (1%) adjustment for those who are cross trained as fire fighters as of July 6, 2008.) These employees are eligible to receive up to ten percent (10%) above their maximum rate of pay.

6. Employees hired before January 1, 1999 in the previous "S" Series classification who receive their County Certified EMT-I status will receive a nine percent (9%) salary adjustment and no continuing education pay.

7. Employees hired before January 1, 1999 in the previous "S" Series classification who are County Certified EMT-I and receives a County Certified EMT-P status after July 6, 2008 will receive a ten percent (10%) salary adjustment and no continuing education pay.

8. Employees hired before January 1, 1999 in the previous "S" Series classification who receives a County Certified EMT-P status, after July 1, 2008, and did not progress to this certification by receiving a County Certified EMT-I status will receive a nineteen percent (19%) salary adjustment and no continuing education pay. These employees are eligible to receive up to ten percent (10%) above their maximum rate of pay.

9. Employees who are receiving "Special Duty Pay" will be placed on the Min Max System at their respective pay rate between the Minimum column and Certification Maximum column and not be eligible to exceed the Certification Maximum. Employees who are not receiving "Special Duty Pay" will be placed on the Min Max System at their respective pay rate between the Minimum column and Maximum column and not be eligible to exceed the Maximum.

10. Effective July 1, 2008, a new employee's salary may not exceed the entry level minimum for credit for previous relevant employment or be eligible for any enhancement due to prior fire fighter service credit.

## **Section 7.2 Acting Pay**

A. Effective the date that this agreement becomes law, when an employee assumes a higher rank in an acting capacity for a period of greater than fourteen (14) consecutive days, he/she shall be paid at a rate of pay which is ten percent (10%) above his/her regular rate of pay, and shall continue to be paid at that rate until relieved by the person for whom he/she is acting, or by a person of equal rank to that position, who is permanently assigned to that station or bureau.

B. When an employee assumes a higher rank in an acting capacity, the employee shall receive acting pay for all regular, detail, and overtime hours worked in an acting capacity and while in a paid leave status that does not exceed eighty (80) consecutive hours.

When assigning an employee to an acting capacity, the Department agrees that it will select the

employee who is highest on the current promotional list for the rank equal to the acting position. If the Department determines that it is necessary to keep the employee highest on the promotional list in their current assignment, that employee shall be placed in an acting capacity at said assignment.

C. If acting pay is terminated after an employee has completed his/her fourteen (14) consecutive days in a higher rank without acting pay, that employee will not be required to complete an additional pay period without acting pay if they assume an acting position of the same rank at a future date within a one (1) year period.

D. Employees who are receiving Acting Pay for acting at a higher rank during the twelve (12) months preceding their retirement date shall be treated as retired at that rank. The employee will receive no economic benefit associated with this paragraph.

### **Section 7.3 Call-Back Pay**

An employee who is called back to work from off-duty by career officers authorized by the County Fire Chief, and does in fact perform duties on behalf of the Prince George's County Fire/EMS Department during his/her normal off-duty hours, shall be paid the minimum of four (4) hours at one and one-half (1 1/2) times his/her regular rate of pay.

This provision shall not apply to administrative hearings, disciplinary procedures, or physical examinations. However, Management will attempt to schedule such hearings and/or procedures during the normal duty hours of the employee; or, at a time mutually agreeable to both parties.

### **Section 7.4 Holiday Pay**

A. If an employee works on a designated holiday, he/she shall be paid at the rate of two (2) times his/her regular rate of pay for all hours worked on the holiday.

B. Where an employee is granted leave on a designated holiday that coincides with his/her regularly scheduled work hours, he/she shall be paid his/her regular straight time pay for such leave on the holiday.

C. Shift personnel on assigned day off on a holiday shall earn eight (8) hours of compensatory leave. Straight day personnel on assigned day off on a holiday shall receive another day off.

### **Section 7.5 Overtime Pay**

A. An employee covered by this Agreement who is authorized to and who works in excess of his/her regular scheduled hours shall have the option of receiving pay at the rate of one and one-half (1.5) hours for each overtime hour worked or the option of receiving compensatory time at the rate of one and one-half (1.5) hours for each overtime hour worked. All leave with pay shall be considered time worked in the computation of overtime. Any employee entitled to be granted compensatory leave shall be granted such leave by the Fire Chief. Compensatory leave in excess of eight (8) hours shall be used within sixty (60) calendar days subsequent to it being earned.

**B. Calculation of Overtime**

Each hour of overtime shall be compensated as follows:

- 0-7 minutes - No compensation
- 8-22 minutes - One-quarter hour wages at 1.5 times
- 23-37 minutes - One-half hour wages at 1.5 times
- 38-52 minutes - Three-quarter hour wages at 1.5 times
- 53-67 minutes - One (1) hour of wages at 1.5 times

**ARTICLE 8 – SPECIALTY PAY****Section 8.1 Special Duty Pay**

A. Employees covered by this Agreement and who are assigned duties as Bomb Technicians shall be compensated at a rate of ten percent (10%) per hour above their regular base pay. This additional pay is to compensate Bomb Technicians in lieu of overtime for attendance at required continuing education and skills maintenance sessions. Special duty pay shall apply only as long as the employee is assigned duties of a Bomb Technician. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base pay (for purposes of pension, overtime.) The additional ten percent (10%) shall be payable irrespective of whether it places the employee's salary above the maximum for the employee's grade.

B. Effective July 1, 2012, employees covered by this agreement who are assigned, or detailed for a period greater than fourteen (14) consecutive days, to the Technical Services Division and are certified to the NFPA Technician level for Hazardous Materials, Rope Rescue, Swift Water Rescue, Structural Collapse, Confined Space and/or Trench Rescue shall receive one and one half percent (1 ½ %) above their regular rate of pay for each specialty. No employee shall receive more than six percent (6%) of special duty pay related to this paragraph and each employee must successfully complete an annual skills competency evaluation administered by the Department. Each employee must maintain annual certification requirements for each specialty. This compensation is not considered part of the employee's base pay.

C. Effective July 1, 2012, employees who are assigned, or detailed for a period greater than fourteen (14) consecutive days, to the Office of the Fire Marshal and are certified as Fire Investigators, Fire Inspectors, Law Enforcement Officers, Tactical Medics, and/or Canine Handlers shall receive one and one half percent (1 ½ %) above their regular rate of pay for each specialty. Each employee must maintain annual certification requirements for each specialty. This compensation is not considered part of the employee's base pay.

D. Effective July 1, 2012, employees who are assigned, or detailed for a period greater than fourteen (14) consecutive days, to the Fire/EMS Training Academy and certified as instructors through the Maryland Instructor Certification Review Board (MICRB) shall receive one and one half percent (1 ½ %) above their regular rate of pay and each employee must maintain their certification in accordance with the guidelines set forth by the State of Maryland. Each employee must maintain annual certification requirements for this specialty. This compensation is not considered part of the employee's base pay.

E. Effective the first full pay period beginning on or after July 1, 2006, employees hired on or after March 29, 1999 covered by this agreement who are County certified EMT-Paramedics shall be compensated at the rate of ten percent (10%) above their regular base rate of pay. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base pay (for purposes of pension, overtime). The additional ten percent (10%) shall be payable irrespective of whether it places the employee's salary above the maximum for the employee's grade.

F. SECTION ARCHIVED

**Section 8.2 Field Training Officer/Preceptor Pay**

Effective the first full pay period beginning on or after July 1, 2016, employees covered by this Agreement who are County Certified Paramedics and in the Y03 classification, and designated as Field Training Officers/Paramedics, will receive a differential of three dollars (\$3.00) per hour for all hours in which they serve in this capacity. The differential will be paid bi-weekly.

**Section 8.3 Peer Fitness Trainer Pay**

Peer Fitness Trainers shall be compensated at a rate of one and one-half percent (1½ %) above their regular base rate of pay. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base rate of pay (for the purposes of overtime). The Peer Fitness Trainer must complete the required continuing education on their own time and at their own expense.

**Section 8.4 Training Certification Pay**

Employees covered by this Agreement who were hired before January 1, 1999 will receive a training certification pay of one hundred and twenty dollars (\$120.00) per pay period and employees who were hired on or after January 1, 1999 will receive a training certification pay of forty-five dollars (\$45.00) per pay period.

**Section 8.5 Uniform Allowance**

Employees will receive an annual uniform allowance of one thousand two hundred and seventy dollars (\$1,270.00) which will be paid in one (1) installment in July of each fiscal year. This uniform allowance is not considered part of the employee's base pay.

**Section 8.6 Physical Training Pay**

Employees covered by this Agreement shall receive Physical Training Pay of two hundred twenty-five dollars (\$225.00), which will be paid in one (1) installment in July of each fiscal year. This Physical Training Pay is not considered part of the employee's base pay.

## **ARTICLE 9 – HEALTH CARE & SUPPLEMENTAL BENEFITS**

### **Section 9.1 Group Health Care**

A. During Calendar Year 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). During Calendar Year 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%).

B. During Calendar Year 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two percent (22%). During Calendar Year 2018, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

C. Employees who provide proof of medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. During Calendar Year 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead. During Calendar Year 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%).

Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

### **Section 9.2 Retiree Health Insurance Coverage**

A. Retirees shall have extended to them the same open enrollment opportunities to elect participation in medical, prescription, vision and dental coverage as active employees covered by this Agreement.

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

C. Beginning July 1, 2008, and every year thereafter, the County shall provide to every retiree an annual check in the amount of three hundred and fifty dollars (\$350.00). Such annual

payments are intended to continue for the lifetime of the retiree or his/her surviving beneficiary. The County acknowledges that the Union has accepted a reduction in its cost of living wage increase in Fiscal Year 2009 (from 3% to 2.5%) in consideration of this lifetime retiree benefit. This payment shall be distributed coinciding with the retiree's July payment.

D. In Calendar Years 2017 and 2018, the County shall contribute seventy three percent (73%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees, defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-seven percent (27%). Employees who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Section 9.1A.

E. In Calendar Years 2017 and 2018, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees, defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-two percent (22%). Employees who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Section 9.1B.

F. In Calendar Years 2017 and 2018, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees, defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). Employees who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Section 9.1D.

### **Section 9.3 Dental Insurance**

Two dental plans are available to employees and retirees, the cost of which is paid by the employee or retiree if the employee or retiree elects to enroll in either of the plans.

### **Section 9.4 Long Term Disability Insurance**

Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

### **Section 9.5 Flexible Spending Accounts**

Employees may contribute up to the maximum allowable amount, as defined by the Internal Revenue Service, in a dependent flexible spending account and a medical flexible spending account.

### **Section 9.6 Life Insurance under the Beneflex Program**

A. The County will provide employees covered by this Agreement with the County basic group term life insurance policy with a benefit of two (2) times the employee's annual salary

(rounded to the nearest one thousand dollars (\$1,000.00)). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of one million dollars (\$1,000,000), 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.

B. The County will provide a supplemental life insurance benefit to an employee covered by this Agreement who retires until age sixty (60) in an amount equal to the difference between the face value of his/her County basic term life insurance at the date of retirement and the decreased insured value of his/her County basic term life insurance after date of retirement. When the retiree attains age sixty (60), the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the supplemental life insurance benefit by twenty percent (20%) on the first (1st) day of the calendar month coinciding with or next following the date of his/her attainment of age sixty (60). On each of the next four (4) anniversaries the supplemental life insurance benefit will be reduced by the same dollar amount. The total combined life insurance benefit which the County will provide pursuant to the foregoing under the County's basic term life insurance policy and the supplemental life insurance policy will equal two (2) times the employee's annual salary (rounded to the nearest one thousand dollars (\$1,000.00)) but not to exceed two hundred thousand dollars (\$200,000.00).

C. The fifty thousand dollars (\$50,000.00) accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000.00) to an employee's designated beneficiary should the employee be killed in the line of duty.

### **Section 9.7 Joint Health Care Committee**

A Joint Health Care Committee will be created. The Union President or his designee shall be a member of this Committee. The Chief Labor Negotiator or his/her designee and the President of the Union or his/her designee will each select no more than three (3) employees who shall participate. The purpose of this Committee shall be to explore and develop means to continue to contain health care costs while maintaining or improving quality of delivery. The Committee shall also explore the feasibility of providing employee health care through a custom designed, self-insured managed care system. The County shall provide the Union, through the Joint Committee on Health Care; with complete information on health care plan design, administration and costs.

The County agrees to meet and consult with the Union no later than 60 days prior to implementing changes in health benefits (including medical, prescription drug, dental, and vision care programs) provided to employees covered by this Agreement. As a required part of these meetings and consultations, the County agrees to invite representatives of the Union to meet with the health care consultants and contractors used by the County in selecting and contracting for these benefits. The County further agrees to respond as promptly as practicable to reasonable requests for relevant information that may be requested by the Union.

## **ARTICLE 10 – PENSION BENEFITS**

### **Section 10.1 Prince George's County Fire Service Pension Plan**

The County agrees to maintain the Pension Plan for Fire Fighters, Paramedics and Firefighter/Medics. The County further agrees that any ancillary benefits not specifically changed in the process of negotiations between the County and the Union will remain intact and be included in the writing of the new pension document.

### **Section 10.2 Normal Retirement**

- A. For employees hired before July 1, 2013, normal retirement is to be based on twenty (20) years actual service as defined in the Pension Plan with the County, or attainment of age fifty-five (55), at a retirement rate of three percent (3%) per year of the "Average Annual Compensation" of the employee as defined in the Pension Plan. For employees hired on or after July 1, 2013, normal retirement is to be based on twenty (20) years actual service as defined in the Pension Plan with the County, or attainment of age fifty-five (55), at a retirement rate of two and one half percent (2.5%) per year of the "Average Annual Compensation" of the employee as defined in the Pension Plan.
- B. Employees may continue to accrue an additional two and one half percent (2½ %) per year benefit accrual for every year after normal retirement for a maximum of ten (10) years.
- C. Military buy-back time will be counted for purposes of benefit accrual.
- D. The computation of a retiree's benefit shall be based on the employee's high twenty-four (24) month average pay.
- E. There shall be no reduction in pension benefits to a retiree by virtue of becoming eligible for full social security benefits or attaining age sixty-five (65).

### **Section 10.3 Contribution to Retirement Trust Fund**

- A. Effective January 1, 2019, employees hired prior to July 1, 2008 shall contribute seven percent (7%) of base payroll to the retirement trust fund.
- B. Effective July 1, 2013, employees hired after July 1, 2008 shall contribute ten percent (10%) of base payroll to the retirement trust fund.

### **Section 10.4 Non-Service Connected Disability Retirement**

For non-service connected disability occurring before normal retirement, the lifetime benefit will be fifty percent (50%) of the employee's average annual compensation as that term is defined in the Pension Plan. This amount will be increased by an additional two percent (2%) per year benefit accrual for every year over twenty (20) up to the maximum non-service disability pension provided by the Pension Plan. This provision does not affect the amount of accredited service up to a total of thirty (30) years said employee may accrue for normal retirement under Section 10.2 B.

### **Section 10.5 Service Connected Disability Retirement**

For service-connected disability occurring before normal retirement, the lifetime benefit will be fifty-five percent (55%) of the employee's average annual compensation as that term is defined in the Pension Plan. An employee, who is permanently and totally disabled in the line of duty, such that he/she is unable to perform the duties of any occupation, will receive a ninety percent (90%) disability benefit regardless of years of service. The loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, in the line of duty creates a rebuttal presumption that the employee is totally and permanently disabled within the meaning of this provision.

### **Section 10.6 Disability Review Board Hearings**

If a timely request for a hearing is filed following the Disability Review Board's (DRB) preliminary determination, such hearing shall be held as provided in the Fire Service Pension Plan, but in no event later than one year after the initial request for a hearing is filed.

### **Section 10.7 Representation on the Pension Plan Board of Trustees, Medical Advisory Board, and Disability Review Board**

- A. The Union shall nominate three (3) representatives to the Board of Trustees of the Fire Service Pension Plan to the County Executive.
- B. The President of the Union, or his designated permanent alternate, will serve as a nonvoting member of the Medical Advisory Board in cases involving employees covered by this Agreement. The Union representative will act in the same role as the representative of the Fire Department who appears before the Medical Advisory Board.
- C. The President of the Union, or his designated permanent alternate, shall serve as a voting member of the Disability Review Board.

### **Section 10.8 Death of Eligible Participant**

If an employee dies after eligibility for normal retirement while still an active employee, his/her spouse shall receive a pension equal to one hundred percent (100%) of the actuarially reduced pension the member would have received had he/she retired the day before his/her death and elected a joint survivor annuity.

### **Section 10.9 Plan Administration**

- A. The Retirement Administrator shall make available a copy of the current Pension Plan and accompanying Executive Orders to the Union. Thereafter at a mutually convenient time the Retirement Administrator agrees to meet with a designated Union representative to review said Plan or any facet of the Plan.
- B. Within ninety (90) days following the date of legislative enactment of this Agreement, the Pension Plan document will be updated to include any negotiated changes in the Pension Plan.

The Plan document will then be printed in booklet form, and copies of the booklet will be made available to Plan participants through the Union.

C. One hundred (100) copies of the Pension Plan shall be delivered to the Union for distribution to bargaining unit members at no cost to the Union or to the unit members. New participants will be issued a copy of the Pension Plan by the Union.

D. The Administrative Review Board will hold regular quarterly meetings, and the Retirement Administrator shall report quarterly all significant actions and decisions described in Section 8.2 of the Fire Pension Plan to the Administrative Review Board for its review.

#### **Section 10.10 Cost of Living Increases for Retirees**

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

B. On January 31 of each year, every retiree will receive a permanent increase in his or her retirement benefit as calculated in paragraph C.

C. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree from the post-retirement increase fund, determined pursuant to paragraph A, provided:

1. Each eligible retiree will receive the same dollar amount.
2. The maximum increase provided shall not exceed one hundred fifty dollars (\$150.00) per month.
3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten-dollar (\$10.00) benefit increase.

D. Any amount in the "post-retirement increase fund" described in paragraph A. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph C.2 or less than an amount necessary to provide the minimum benefit described in paragraph C.3 will be transferred (returned) to the general pension fund assets.

E. Effective with the calculation done in January, 1990, the phrase "actuarially calculating the lifetime benefit" in subparagraph C. above, means that the Plan's actuary will use the same procedures utilized in 1988 for calculating the COL benefit but will also include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also effective with the calculation done in January 1990, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

F. The County has agreed to extend this provision regarding cost of living increases to retirees to both current and future retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.

G. Notwithstanding the provisions described in Paragraphs A through E above, effective beginning with the cost of living increase payable on January 31, 2008, the permanent annual retiree increase for each retiree, contingent annuitant and alternate payee (who is specifically granted such benefit by a Domestic Relations Order) shall be equal to the lesser of (a) or (b), where (a) is four and nine-tenths percent (4 9/10%) of the retiree's, contingent annuitant's or eligible alternate payee's then current pension benefit and (b) is the greater of (i) thirty five dollars (\$35)/month or (ii) the increase determined by the formula described in Paragraphs A through E above. The parties agree that this Section 10.10.G. is subject to approval by the IRS, and that the Fire Service Pension Plan will apply for such approval to the IRS.

H. The parties agree that if the IRS has not ruled on, or fails to approve, the submission described in Section 10.10.G above by January 31, 2008, the County will amend the Pension Plan to provide a permanent thirty-five dollars (\$35)/month increase for each retiree, contingent annuitant and alternate payee (who is specifically granted such benefit by a Domestic Relations Order) on said date. The parties further agree that if the IRS, after considering the submission of the above language in Section 10.10.G above, or any agreed upon modification thereto, does not approve such language, then the parties agree that the following provision shall be inserted in its place, effective January 31, 2009.

I. Effective beginning with the cost of living increase payable on January 31, 2009, the County agrees that in any year in which the cost of living formula described in Paragraphs A through E above does not yield at least a thirty-five dollars (\$35)/month increase for each retiree, contingent annuitant, and alternate payee (who is specifically granted such benefit by a Domestic Relations Order), the County will give good faith consideration to amending the Plan to providing such increase for that year. Approval of such an amendment shall not be unreasonably withheld.

#### **Section 10.11 Joint and Survivor Pension Benefits**

A. Effective July 1, 1989, where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, or the designated beneficiary has, as of the date of acceptance by the Plan, been granted a valid and final decree of divorce from the retiree, the retiree's monthly benefit shall be increased ("pop back") upon request to the level it would have been had the reduced joint and survivor option never been chosen. The increase shall be effective for the month following the designated beneficiary's date of death or date of the Plan's acceptance of a valid and final decree of divorce, but shall not affect previously paid benefits.

B. Effective July 1, 1994, the time of retirement, plan participants will continue to elect whether to receive a joint and survivor pension benefit. Notwithstanding the retirement benefit actually elected by a retiree, effective July 1, 1994, if the retiree dies within one year after his/her retirement date, his/her spouse shall receive a pension equal to one hundred percent (100%) of

the actuarially reduced pension the retiree would have received had the retiree elected a joint and one hundred percent (100%) survivor annuity. In the event a retiree elects to receive an actuarially reduced pension by selecting a joint and survivor annuity, the retiree will receive an unreduced pension during the year following his/her retirement date. After that year, he/she will begin to receive the reduced pension benefit selected.

C. Effective July 1, 2001, an employee with fifteen (15) or more years of service, but less than twenty (20) years of service, dies while still an active employee, his/her spouse shall receive a survivor annuity benefit. The participant's spouse shall receive a pension equal to fifty percent (50%) of the pension the participant would have received had the participant deferred retirement until his/her normal retirement date and elected a joint and survivor annuity.

D. Effective July 1, 2001, an employee who retires on a disability may elect to choose a joint and survivor annuity benefit.

E. Effective July 1, 2008, where a court orders a survivor benefit for the Participant's first spouse, the Participant may still select a survivor benefit for a second spouse with regard to the Participant's remaining benefit. Further, in the event of a pop back of benefit, the Participant may select a survivor benefit for a second spouse with regard to the Participant's benefit.

#### **Section 10.12 Hold Harmless Benefit Calculation**

For any employee covered by this Agreement who retires during the period from July 1, 2018 through June 30, 2020, "Average Annual Compensation," as that term is defined in the Pension Plan, will be calculated as if the employee had received all merit steps in Fiscal Years 2010 through 2020 on his/her anniversary date for the applicable merit increase that the employee otherwise would have been eligible to receive.

#### **Section 10.13 Purchase of Pension Credit with Annual Leave and Sick Leave**

All participants will be permitted to purchase additional pension credit after twenty (20) years of service with annual and sick leave at "non-window" (40 annual/80 sick) rates as set forth in Section 4.1.(A)(b)(ii) of the Pension Plan.

For participants hired on or after June 1, 2016, they will be permitted to purchase additional pension credit after twenty 20 years of service with annual and sick leave rates set as 80 annual/80 sick per month of service. The Pension Plan shall be amended to reflect this change.

#### **Section 10.14 IRS Pickup Plan**

A. The County shall pick up, within the meaning of Section 414(h)(2) of the Internal Revenue Code, the employee contributions required by Section 10.3 (Contribution to Retirement Trust Fund) hereof. Such amounts:

1. Are designated as employee contributions to be picked up by the County within the meaning of Section 414(h)(2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;

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

3. Shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

4. Shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

B. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County.

#### **Section 10.15 Pension Plan Modifications Effective September 1, 2005**

A. The following modification to Section 4.3 of the Fire Service Pension Plan are effective September 1, 2005:

Section 4.3(e) shall be modified by removing the language from Section 4.3(e)(i) "the Participant is not providing any compensated services of any kind to the Fire Department of Prince George's County; and" as well as removing the language from the second paragraph, at its first three sentences, "If the Participant is performing compensated services to the Fire Department of Prince George's County, benefits paid under this Plan shall permanently cease during such period of employment. Benefits shall commence again only if such employment ceases, and the Participant provides the certification described in the immediately preceding paragraph. Benefits that do commence again shall not be adjusted for benefits suspended, but shall be in the same amount as before the suspension.

#### **Section 10.16 Pension Plan Modification Effective July 1, 2013**

Vested benefit, as that term is utilized and described in the Pension Plan, will increase to ten (10) or more years of Credited Service for employees hired on or after July 1, 2013.

#### **Section 10.17 Cost Neutral Deferred Retirement Optional Program (DROP) Study**

The County and Local 1619, IAFF agree to form a joint committee to review the feasibility of implementing a cost neutral DROP program for bargaining unit members. Each side will select three members to participate in the DROP study. Each side may utilize outside experts and consultants at their own expense or may agree to jointly utilize the same outside experts/consultants. The joint study committee will issue a recommendation by June 30, 2016.

#### **Section 10.18 Deferred Retirement Option Program (DROP)**

Effective January 1, 2019, the Prince George's County Fire Service Pension Plan shall be amended to provide for an optional Deferred Retirement Option Plan (DROP) for bargaining unit employees. The following provisions shall apply:

A. Eligibility - Any time after an employee has completed twenty-two (22) years of service, as defined by the Fire Service Pension Plan. A maximum of four (4) employees may enter the

DROP each calendar month. In the event that more than four (4) employees apply to enter the DROP in a given calendar month, the employees with the greatest seniority shall be selected.

B. Term Election - The initial DROP period shall be three (3) years from the anniversary date of entrance into the DROP.

C. Pension Benefit - The employee's monthly pension benefit will be calculated as of the date that the employee elects to enter the DROP.

D. Interest - Employees shall earn interest on their DROP balance compounded each month at a rate equal to the 10-Year United States Treasury Note, as published by the United States Federal Reserve, with a cap of four and one-half percent (4.5%). This variable interest rate will be adjusted quarterly to match the published 10-Year United States Treasury Note rate for the last business day of each quarter and will remain in effect for the subsequent quarter.

E. Wage Increases During DROP Period - During the DROP period, an employee shall be eligible to receive all wage increases, including but not limited to merit increases, COLA's, and promotions. However, the parties acknowledge that any such raises will not affect the employees Average Annual Compensation, as defined by the Fire Service Pension Plan.

F. Leave Earned During DROP Period - During the DROP period, an employee shall be eligible to receive all leave earnings, including but not limited to Annual Leave, Sick Leave, Compensatory Leave, and Personal Leave. However, the parties acknowledge that any such leave earnings will not affect the employees Average Annual Compensation, as defined by the Fire Service Pension Plan.

G. Retirement Allowances During DROP Period - During the DROP period, an employee shall have all retirement allowances, including but not limited to COLA's, lump sum distributions, and Health Care supplements credited to the employee's DROP account.

H. Employee Contribution to Fire Service Pension Plan - During the DROP period, the employee's pre-tax pension contribution shall continue to be deducted, however the full amount shall be credited to the employee's DROP account.

I. Distribution of DROP Account - Upon completion of DROP participation, the employee shall have the option of receiving the balance of the DROP account in a lump sum cash payment, a lump sum rollover into an eligible IRA or 457 retirement plan, or in an annuity payment.

J. Disability Retirement During DROP Period - An employee who is separated from employment as a result of disability prior to the completion of his/her DROP period, shall receive a Disability Retirement Benefit calculated as of the employee's DROP entry date. The employee shall also be entitled to distribution of his/her DROP account, as provided for in Paragraph (I), including any interest accrued under Paragraph (D) and allowances accrued under Paragraph (G).

K. Beneficiary - An employee who elects to participate in DROP shall designate a beneficiary. The beneficiary designation shall apply to all distributions pursuant to the DROP. If a designated beneficiary predeceases a DROP participant who dies before designating a new

beneficiary, all distributions pursuant to the DROP shall be made to the estate of the DROP participant.

L. Leave Disposition upon DROP Entry - An employee who elects to participate in DROP shall be eligible to apply annual and sick leave to purchase pension credit available when the employee enters into the DROP. This provision shall be applied in accordance with the Collective Bargaining Agreement provisions that govern leave disposition upon separation.

## **ARTICLE 11 -- LEAVE PROVISIONS**

### **Section 11.1 Sick Leave**

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

### **Section 11.2 Annual Leave**

A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave).

B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A., above or in excess of the one hundred thirty (130) days maximum formerly allowed in Section 11.2.A.

C. Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit at the end of a leave year will automatically convert to new sick leave. The Fire Pension Plan shall be amended to provide that new sick leave converted from annual leave under this subparagraph, up to a combined total for each officer of one thousand forty (1,040) hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit.

D. An employee covered by this Agreement who terminates employment shall receive a lump sum cash payment for the annual leave balance credit accumulated through the last full pay period immediately prior to the employee's separation. Employees who qualify may elect to purchase additional service credit as provided in Section 10.14 of this Agreement.

### **Section 11.3 Leave of Absence**

A. 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 by the County Fire Chief or his designee and such approval shall not be unreasonably withheld. The County Fire Chief has the right to set reasonable limits on such leave.

B. The parties will use the existing Labor-Management Committee to discuss and attempt to resolve in good faith issues surrounding each bargaining unit member's record of

leaves taken, including annual, sick, personal, compensatory, FLSA compensatory, and converted annual leave balances.

#### **Section 11.4 Scheduled Leave**

A. For the purposes of this Section, scheduled leave is defined as Annual Leave, Personal Leave, or Compensatory Leave that is approved in accordance with the Department Vacation Bid Leave or Day-to-Day Leave process.

B. Beginning in Fiscal Year 2020, during October of each calendar year, employees covered by this Agreement shall be allowed to bid vacation leave for the six (6) month period of January 1<sup>st</sup> through June 30<sup>th</sup> of the following calendar year. During April of each calendar year, employees covered by this Agreement shall be allowed to bid vacation leave for the six (6) month period of July 1<sup>st</sup> through December 31<sup>st</sup> of the same calendar year. Leave described in this paragraph shall be awarded by seniority.

C. Employees covered by this Agreement shall be granted the following number of annual bid leave shifts/weeks each calendar year:

1. Employed Less Than 3 Years: Shift Work – 4 Shifts / Day Work – 3 Weeks
2. Employed 3-15 Years: Shift Work – 6 Shifts / Day Work – 4 Weeks
3. Employed More Than 15 Years: Shift Work – 8 Shifts / Day Work – 5 Weeks

D. When the minimum scheduled leave allocation for a particular shift is not achieved, employees may request Day to Day Leave. Day-to-Day Leave requests may be submitted beginning thirty (30) calendar days and no later than ninety-six (96) hours from the beginning of the requested shift. Leave described in this paragraph shall be awarded on a first-come, first-served basis.

E. At a minimum, twelve percent (12%) of the employees within the Emergency Services Command shall be offered scheduled leave each shift. However, when total Annual Leave, Disability Leave, Personal Leave, and Sick Leave for a particular shift exceeds twenty-five percent (25%), no additional leave will be approved until such time that total leave described in this paragraph falls below the twenty-five percent (25%) threshold. Previously approved leave, Bereavement Leave, Sick Leave, and Union Leave shall not be subject to cancellation or denial as a result of this Section.

F. Any request for changes to the staffing roster made no later than the end of the shift preceding the leave date are considered unscheduled and subject to additional management review.

G. The Department shall provide full leave transparency through the Department's Staffing Management Program. Leave reports shall be provided to the Union upon request.

#### **Section 11.5 Personal Leave**

Twenty-four (24) hours of paid personal leave per leave year shall be granted to each employee covered by this Agreement. Personal leave shall be requested and approved in accordance with

other scheduled leave provisions. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

#### **Section 11.6 Bereavement Leave**

Employees shall be entitled to use accumulated sick leave for the purpose of bereavement when a death occurs in an employee's family. A maximum amount of sick leave used shall not normally exceed twenty-four (24) hours. The term "family" shall mean and include the employee's spouse, child, sister, brother, parent, grandparent, mother and father in-law, and aunt or uncle. Leave needed beyond twenty-four (24) hours because of travel distance, religious requirements or other extenuating circumstances may be extended on a case-by-case basis, but in no instance shall such bereavement leave be approved beyond forty-eight (48) hours. The first twenty-four (24) hours of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

#### **Section 11.7 Disability Leave**

A. When an employee is ordered off the job by his/her physician or by the County Fire Chief due to work-related injury or illness, the employee will be placed on Disability Leave until one of the following conditions occur:

1. The employee is released by their attending physician for prescribed duties;
2. The employee's disability is medically proven to be non-service connected;
3. The employee is released by the Medical Advisory Board for prescribed duties;
4. The employee is assigned to other duties in the Department within the capacity of the employee to perform, as determined by the Medical Advisory Board. The unwillingness of the employee to accept such an assignment shall make the employee ineligible for Disability Leave during the period that the MAB determines that the employee is capable of working a light duty assignment;
5. The Disability Leave period expires as provided in Section 11.7(D) below; or
6. The employee is retired if the disabling injury or illness cannot be corrected.

B. An employee who is ordered to light-duty as a result of a work-related illness or injury will be limited to four (4) hours of disability leave for related medical appointments or physical therapy while the employee is on light-duty

C. An employee shall not be charged with using his/her own accrued leave as a result of a work-related injury or illness except in those cases where the illness or injury is proven to be non-service connected. Only prospectively from the date that the injury or illness is proven to be non-service connected and the employee is notified of the findings in writing shall an employee be required to utilize his/her own accrued leave.

D. The eligibility period for Disability Leave for the occurrence of a work related injury or illness shall be up to one hundred eighty (180) days. After one hundred eighty (180) days, the Disability Leave period will expire and may only be extended in one of two ways:

1. The Fire Chief may if requested, or on his own initiative, extend the Disability Leave for the same injury or illness one or more times up to a maximum of an additional two hundred forty (240) days (beyond the original one hundred eighty (180) day period) for the same injury or illness; or

2. The employee may request an extension of his/her Disability Leave with the Fire Chief. If the Fire Chief denies such request, the employee may seek a fitness for duty determination as described in Section 11.7(E).

E. When the Fire Chief denies an employee's request to extend Disability Leave, the employee may seek a fitness for duty determination by the Medical Advisory Board. The Medical Advisory Board's determination shall be approved or disapproved by the Disability Review Board at a meeting or in administrative session. If the Disability Review Board concludes that the employee is disabled and unfit for modified or full duty, the employee shall remain on Disability Leave. The employee shall remain on Disability Leave until the Disability Review Board rules on the employee's fitness for duty determination request.

#### **Section 11.8 Additional Leave Provision**

In the event the County Executive grants administrative leave to non-essential County employees because of extreme inclement weather or other hazardous working conditions, which may prevent employees from reporting to work or which may require early release from work, those employees required by the Fire/EMS Department to perform duties will be entitled to receive one (1) hour of compensatory time for each hour worked during the emergency (not to exceed eight (8) hours per employee per twenty-four (24) hour period), in addition to any pay to which they are entitled for that period.

#### **Section 11.9 Sick and Annual Leave Disposition Upon Separation**

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

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

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 pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or for up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be applied toward service credit in the pension plan as provided in Section 10.14 of this Agreement.

b. Notwithstanding subparagraph 3.a., immediately above, upon separation from employment because of service-related disability, an employee with less than twenty (20) years of service will be permitted to receive payment for all annual leave (old and new).

4. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2 1/2%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay of the difference between an ERT and Fire Fighter Battalion Chief in January, 2001 – that is, \$45.2137 per hour. However, if a Fire Fighter with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash-out of unused accumulated sick leave as of the end of the 1996 leave year.

5. For individuals who participate in the pension plan, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase service credit under the pension plan as provided in Section 10.14 of this Agreement. However, employees with less than twenty (20) years of service who terminate employment because of service connected disability and employees whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph 4., immediately above.

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.

#### **Section 11.10 Sick Leave Bank**

A. The Union shall have the right to maintain a "Sick Leave Bank." Such sick leave shall be accumulated through voluntary donations of sick leave by bargaining unit members. This leave may then be transferred to the account of another bargaining unit member with a zero leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability that incapacitates the employee.

B. The administration of this leave bank shall be the responsibility of the Union. The parties agree to develop an agreed-to form to be used for transferring sick leave under this provision. The County agrees to maintain the records of the sick leave bank and shall only transfer sick leave from this bank to the account of an employee upon receiving written authorization from the Union.

### **Section 11.11 Day Personnel Differential**

Straight day personnel will be granted eight (8) hours compensatory leave every three (3) months.

### **Section 11.12 Fair Labor Standard Act (FLSA) Compensatory Leave Usage**

Employees using compensatory leave may choose whether any such leave taken shall be from their available balance of FLSA compensatory leave or County compensatory leave; provided, however, that the County may require the employee whose FLSA compensatory leave balance exceeds two hundred and forty (240) hours to use any FLSA compensatory leave in excess of two hundred and forty (240) hours before using County compensatory leave.

## **ARTICLE 12 -- SHIFT STAFFING**

### **Section 12.1. Shift Staffing**

- A. Effective January 1, 2014, the minimum staffing level at each station staffed by employees covered by this agreement shall be four (4) career personnel, one (1) of whom shall be a supervisor. The term "supervisor" for the purposes of this paragraph shall mean a Lieutenant or Captain, and the Department intends to make a good faith effort to utilize Lieutenants and Captains as supervisors.
- B. The parties acknowledge that the minimum staffing levels outlined above, shall not prevent the Department from deploying the Advanced Life Support (ALS) transport units described in Section 12.2(A) as deemed to be operationally necessary.
- C. When a station has been alerted to a call and there is only one person remaining in that station, that station is placed out of service and will not be dispatched on another emergency incident until there is a minimum of two personnel; or the County realigns or reallocates resources that will staff all stations with a minimum number of personnel to provide that no one responds alone.
- D. The Department agrees that a minimum of ten (10) stations shall be staffed with a minimum of six (6) bargaining unit career employees. A minimum of four (4) bargaining unit career employees, one (1) of whom shall be a supervisor, shall be utilized as the crew for suppression apparatus responding from said station. The Department acknowledges that six (6) of the ten (10) stations described in this paragraph shall be shift stations.

### **Section 12.2 Advanced Life Support (ALS) Transport Units**

- A. Advanced Life Support (ALS) transport units, with the exception of those described in Section 12.2(B), shall be staffed, at a minimum, with at least two (2) career employees; one of whom is a County Certified EMT-Paramedic, and the other of whom is either a: (i) County Certified EMT-Paramedic, (ii) a EMT Paramedic Intern (National and State Certified), (iii) a County Certified EMT-Intermediate, or (iv) an EMT Intermediate Intern (National and State Certified).

B. Advanced Life Support (ALS) transport units that are assigned to fully staffed shift stations, as described in Section 12.1(D), shall be staffed, at a minimum, with at least two (2) career employees. The certification level of the providers assigned to the units described in this paragraph may be determined by the Department without regard to Section 12.2(A).

### **Section 12.3 EMS Transport Unit Call Volume**

A. When any EMS transport unit staffed by an employee covered by this agreement arrives on the scene at more than four thousand (4,000) calls per year, the Department will either (i) place an additional EMS transport unit in service for the entire 24 hour shift at said station or an adjacent staffed station, or (ii) place two (2) EMS transport units in service for the peak 12-hour call volume time at said station or an adjacent staffed station by the beginning of the next fiscal year.

B. Responses for the purposes of this section shall be measured by computer aided dispatch (CAD) data. The parties acknowledge that the additional EMS transport unit(s) shall remain in service until the combined total call volume is reduced below the threshold of four (4,000) calls per year. The parties further acknowledge that another additional EMS transport unit shall not be required unless the combined call volume between the original unit and the first additional unit exceeds eight thousand (8,000) calls per year.

C. The parties acknowledge that any EMS transport units that are placed in service during peak call volume times that are not consistent with the established day shift or 24/72 shift schedule, shall be staffed with call back or overtime personnel.

D. The parties agree to establish and maintain a process for tracking any additional EMS transport unit(s) that are placed in service each year.

### **Section 12.4 Dedicated Career Safety Officer**

Effective January 1, 2012, a dedicated career safety officer (at the rank of Captain or above), shall be on duty at all times. When the dedicated career safety officer is on leave, the Department may fill this position with any career officer.

## **ARTICLE 13 – TRAINING**

### **Section 13.1 Paramedic Cross-Training**

The Department agrees to allow four (4) Paramedics to enter recruit school each year for the purpose of cross training.

### **Section 13.2 Compensatory Time for Training**

The Department will provide, at a minimum, straight-time compensatory time for all prior approved unpaid training.

### **Section 13.3 Advanced Life Support Training**

A. The Department agrees to sponsor an EMT-I to EMT-P Bridge course each year, so long as there are at least twelve (12) employees accepted to the course, and make suitable shift arrangements for those employees so that they may attend said course on their own time. The employees will be responsible to supply their own textbooks for this course.

B. The County and the Union agree to form a Joint Study Committee to review the feasibility of providing an on-duty National Registry Paramedic (NRP) training program to employees covered by this Agreement. The County and the Union shall each select three (3) members to serve on this Committee. The Joint Study Committee shall issue a report of findings and recommendations for program implementation by July 1, 2019.

### **Section 13.4 Annual Certification Training**

A. Employees are required to attend, successfully complete and maintain various training recertification pursuant to the required regulation, law and/or standards, on their own time and at no further expense to the County. The County will provide the training recertification programs at various times and locations and at no additional cost to the employees. For the purpose of this section, this mandated training recertification is as follows:

1. Emergency Medical Technician – Basic – Hours established by the State
2. Cardio-Pulmonary Resuscitation (CPR) – Four (4) Hours
3. Respiratory Fit Testing
4. Annual Medical Physical – Four (4) Hours (Employees exceeding four hours shall be paid at one and one-half their regular rate of pay and shall not be subject to Section 7.3 Call-Back Pay.)
5. Infectious Control Refresher – Four (4) Hours
6. Four (4) hours of an additional training that is either mandated by a Federal or State regulation(s) or ordered by the Fire Chief.

B. Employees are required to successfully complete and maintain various training recertification pursuant to the required regulation, law and/or standards. The Department will provide for the employees to complete the following training recertification programs during the employee's normal duty hours. For the purpose of this section, this mandated training recertification is as follows:

1. Respiratory Protection Training – Four (4) Hours
2. Driver Training and Improvement Refresher – Four (4) Hours
3. Hazardous Material Refresher – Four (4) Hours

### **Section 13.5 Training Courses for Promotion**

The Department agrees to offer each class that is listed in a requirement for promotion (excluding college course requirements) one time per Fiscal Year, so long as there are at least ten (10) employees accepted into the course.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 14.1 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, Personnel Law items, or a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

### **Section 14.2 Applicability of Grievance Procedure**

The provisions of this grievance procedure shall be the only grievance procedure applicable to employees covered by this Agreement provided that where an employee has been discharged and the Union determines not to pursue his/her discharge case to Step Five (Arbitration), the employee shall have the right to file a timely appeal of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

### **Section 14.3 Grievance Procedure**

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

1. Step One: Within seven (7) days after the event giving rise to the grievances or within seven (7) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved, and if the employee desires, the employee's Union Steward, may discuss the grievance with the employee's immediate career supervisor. The supervisor shall attempt to adjust the matter and shall respond orally to the employee within three (3) days.
2. Step Two: If the grievance has not been settled at Step One, a written grievance may be filed, signed by the aggrieved employee and the employee's accredited Union Steward, and presented to the First Battalion Chief in the chain of command within five (5) days after the receipt of the answer at Step One or within five (5) days of when the answer was due. The Battalion Chief receiving the grievance shall meet with the employee and the employee's accredited Union Steward and render a decision in writing not later than seven (7) days after the receipt of the grievance.
3. Step Three: If the grievance has not been settled at Step Two, a written appeal signed by the employee and the employee's accredited Union Steward may be filed with the County Fire Chief within five (5) days after the receipt of the answer at Step Two or within five (5) days of when the answer was due. The County Fire Chief or his designee shall meet with the employee and the employee's accredited Union Steward and render a written decision within ten (10) days after the receipt of the written appeal.
4. Step Four: If the grievance has not been settled at Step Three, a written appeal signed by the employee and the employee's accredited Union Steward may be filed with the Chief Labor Negotiator within five (5) days after receipt of the answer at Step Three or within five (5) days of when the answer was due. The Chief Labor Negotiator or his

designee shall meet with the employee and a committee including the employee's accredited Union Steward, Union Local President and/or Union Local Officers and render a written decision within fifteen (15) days after the receipt of the grievance.

5. Step Five: If the grievance is not settled at Step Four, the Union may request arbitration, giving written notice to the County Fire Chief and Chief Labor Negotiator within ten (10) days after receipt of the answer at Step Four or within ten (10) days of when the answer was due. The arbitration proceedings shall be conducted by an arbitrator to be selected by the County and the Union from a list supplied by the American Arbitration Association. The parties shall use an alternate strike procedure to select an acceptable name. Normally such list shall be jointly requested within seven (7) days from the date the County is officially notified by the Union of its intent to arbitrate. 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. Expenses the arbitrator's service and the proceedings shall be borne equally by the County and the Union.

#### **Section 14.4 General Provisions**

- A. The Union President and other appropriate Union Officials shall be given copies of all answers to grievances hereunder.
- B. All grievances as defined in Article 14, Section 14.1, shall be subject to Step Five Arbitration.
- C. If a grievance arises from the action of an authority higher than the immediate career supervisor, such grievances may be initiated at the appropriate step of this grievance procedure.
- D. All parties shall have the right at their own expense to legal and/or stenographic assistance at all hearings.
- E. 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 recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

#### **Section 14.5 Time Limits**

Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon written agreement, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked, provided that if an employee fails to pursue any step within the time limits provided, he/she shall have no further right to continue the grievance.

#### **Section 14.6 Days Defined**

The term "days" as used in this grievance procedure shall mean Monday through Friday, excluding County observed holidays.

### **Section 14.7 Processing Grievances During Working Hours**

Stewards and Union Representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours.

### **Section 14.8 Labor Management Committee**

A. The Fire Chief or his/her designee and the President of the Union or his/her designee will select no more than five (5) employees each who shall participate on a Labor Management Committee. There shall be at least two (2) employees from Bargaining Units One and Two and one (1) employee representing the Civilian Employees of the Union. For the Department, there will be at least one (1) officer with a rank of Assistant Fire Chief or Battalion Chief as well as one (1) employee to address civilian matters. The Committee will be co-chaired by the Fire Chief or his/her designee and the President of the Union or his/her designee. The Committee may meet as issues arise so that they may be addressed in a timely manner or on the call of either co-chair, but not less than once every two (2) months unless so agreed by the parties. The parties shall give each other seven (7) days advance written notice of items they wish to have placed on the agenda. Reasonable administrative leave will be granted to attend such meetings. By participating in the committee, the union is not waiving any rights it otherwise has under the Collective Bargaining Agreements or the County Labor Code.

## **ARTICLE 15 -- PROMOTIONS**

### **Section 15.1 Promotion Exams**

Promotional exams for Fire Fighter Battalion Chief, Fire Fighter/Medic Battalion Chief and Paramedic Battalion Chief will be given in the Spring of the even numbered years. Promotional exams for Fire Fighter Captain, Fire Fighter/ Medic Captain and Paramedic Captain will be given in the Fall of the even numbered years.

Promotion exams for Fire Fighter Lieutenant, Fire Fighter/Medic Lieutenant and Paramedic Lieutenant will be given in the Spring of the odd numbered years. Promotion exams for the Fire Fighter Technician and Fire Fighter/Medic Technician will be given in the Fall of the odd numbered years.

### **Section 15.2 Time in Grade Requirement**

There will be a requirement of previous experience as a career Fire Fighter or Paramedic in the lower grade before promotion to a higher grade.

### **Section 15.3 Competitive Promotion Salary Increase**

Upon promotion an employee's salary rate shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted. In no event shall the new rate exceed the maximum for the grade.

#### **Section 15.4 Non-Competitive Promotion Procedures for Employees**

- A. New employees will be hired at the Y01 grade. A new employee's salary may not exceed the entry level minimum for credit for previous relevant employment or be eligible for any enhancement due to prior fire fighter service credit.
- B. Employees shall be promoted from the Y01 grade to the Y02 grade and receive a five percent (5%) increase in base salary upon completion of one year after becoming a sworn uniformed employee. Employees must have graduated from career recruit school and completed certification as an EMT-Basic.
- C. Employees covered by this agreement shall receive a five (5) percent increase in base salary upon completion of Maryland Licensure as a Cardiac Rescue Technician or Paramedic. Employees will have up to eighteen (18) months from the attainment of Maryland Licensure to successfully complete the requirements to be a Prince George's County Certified Cardiac Rescue Technician or Paramedic. Upon completion of the County requirement, employees will be promoted from Y02 to Y03 and receive an additional ten (10) percent increase in base pay. Failure to complete the County requirement within eighteen (18) months from the attainment of Maryland Licensure will result in the loss of the five (5) percent increase described above, but the full fifteen (15) percent increase and promotion from Y02 to Y03 shall be provided upon subsequent completion of the County requirement.
- D. Beginning with the promotional cycle that commences in Spring 2015 (i.e. for purposes of this provision, "commence" means advertisement of the promotional announcement), employees hired after January 1, 1999 must complete County certification as an Advanced Life Support (ALS) Provider to be eligible to promote above the Y13 (Fire Fighter Technician) grade. Employees in the Y02 grade will be not be required to obtain certification as an ALS Provider to be eligible for promotion to the Y13 grade.
- E. Except as described in Paragraph D of this Section 15.4, employees must achieve a Y03 in order to be eligible to promote further.

#### **Section 15.5 Line of Duty Death Posthumous Promotion**

Employees who die in the line of duty shall be promoted to their next rank.

### **ARTICLE 16 -- SAFETY AND HEALTH**

#### **Section 16.1 Cooperation**

The County and the Union agree to cooperate to the fullest extent in the promotion of safety and health.

#### **Section 16.2 Safety Officer**

There shall be a safety officer from within the Fire/EMS Department to investigate accidents, find cause for accidents, make recommendations for the prevention of accidents, and to keep

records and statistics of accidents. The safety officer, or his/her designee, shall be empowered to enforce his/her recommendations once they are approved by the County Fire Chief.

### **Section 16.3 Treatment of Injuries**

The County agrees to pursue the establishment of a standardized procedure with the area hospital facilities that would give immediate treatment to Fire/EMS Department personnel who are injured on the job.

### **Section 16.4 Medical Presumption**

A. Any condition or impairment of health of any person employed by Prince George's County, Maryland, as a Fire Fighter, Paramedic, Fire Fighter/Medic or Emergency Response Technician caused by lung disease, heart disease or hypertension resulting in total or partial disability or death, shall be presumed to be a service-connected disability and to have been suffered in the line of duty and as a result of his/her employment.

B. Any condition or impairment of health suffered by an employee covered by this agreement and who is also a vested participant of the Prince George's County Fire Service Pension Plan caused by leukemia, prostate cancer, rectal cancer, throat cancer, multiple myeloma, non-Hodgkin's lymphoma, brain cancer, testicular cancer or breast cancer resulting in total or partial disability or death, shall be presumed to be a service-connected disability and to have been suffered in the line of duty and as a result of his/her employment.

C. Any such employee whose disability results from a condition or impairment of health caused by heart disease, lung disease or hypertension, leukemia, prostate cancer, rectal cancer, throat cancer, multiple myeloma, non-Hodgkin's lymphoma, brain cancer, testicular cancer or breast cancer shall receive such benefits as the employee may be entitled to under any existing or hereinafter created retirement or employee benefit system.

D. It is the intention of this Section that any such bargaining unit employee who suffers from a condition or impairment of health caused by lung disease, heart disease or hypertension, leukemia, prostate cancer, rectal cancer, throat cancer, multiple myeloma, non-Hodgkin's lymphoma, brain cancer, testicular cancer or breast cancer shall receive full service-connected disability benefits from any retirement or employee benefit system unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

E. This Section shall apply to all pending claims for service-connected disability benefits irrespective of the time when the condition or impairment of health shall have first become manifested.

### **Section 16.5 Safety**

A. Where an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who shall take any necessary corrective action. Where an unsafe condition is alleged to exist by the Union on behalf of affected employees, the matter may be referred directly to the Departmental Safety Officer pursuant to subparagraph B., below.

B. If the parties fail to resolve any difference or disagreement over the existence of such an unsafe condition, or the appropriate corrective measures to be taken, the issue may be referred by the Union in writing to the Departmental Safety Officer. Within ten (10) working days after receipt of the Union's written notification, the Safety Officer will notify the Union in writing of the measures that the Department proposes to take to correct the alleged unsafe conditions.

C. If the Union disagrees with the Safety Officer's determination of the existence of an unsafe condition or his/her proposed remedial action, the Union may appeal the matter to the Fire Chief within ten (10) working days of receipt of the Safety Officer's decision.

D. Within twenty-five (25) working days after receiving the Union's appeal, the Fire Chief shall notify the Union in writing of the action the Department proposes to take to correct the alleged unsafe conditions.

E. In the event that the Union disagrees with the Fire Chief's proposed corrective action, the Union may submit the matter to arbitration under Article 14, Section 14.3 A. Step Five of this Agreement by giving written notice of intent to arbitrate to the Fire Chief within ten (10) working days of its receipt of the Fire Chief's response under subparagraph D, above. The arbitrator's authority to consider and decide such matters are specifically limited as follows:

1. The arbitrator may only order such relief as is reasonably permitted by the Department's legal and financial ability.

2. The arbitrator shall also allow the Department reasonable time to take any corrective action ordered.

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 20 of this Agreement.

#### **Section 16.6 Employee Assistance Program**

The Department will continue to maintain an Employee Assistance Program (EAP) within the Fire Department, which program will service only employees of the Department.

#### **Section 16.7 Wellness/Fitness Program**

A. In order to protect the health, safety and welfare of the employees of the Department and the general public, the County and Union agree to maintain the position of Wellness/Fitness Medical Director and a Wellness/Fitness Coordinator.

B. Employees covered by this Agreement shall successfully complete a comprehensive medical physical examination each year. The physical shall be provided by the Department at no cost to each employee. The physical will be a medical physical and not a physical fitness test.

C. The Department will maintain a ratio of one (1) "Peer Fitness Trainer" for every one hundred (100) uniformed employees and provide the initial training to these Peer Fitness Trainers. The Department shall conduct an internal process to fill Peer Fitness Trainer vacancies

as needed. Employees who are designated as Peer Fitness Trainers shall participate in forty (40) hours of on-duty physical fitness training each calendar year, as directed by the Department.

### **Section 16.8 Personal Protective Equipment**

The Department will meet quarterly with the Union with regard to personal protective equipment utilized by the employees. The Department agrees that it will solicit input from the Union with regards to the introduction of new equipment, or the evaluation, replacement or elimination of existing equipment, and that in its selection of equipment, the Department will place primary emphasis on the health and safety of its employees and not the cost of the equipment in question.

### **Section 16.9 Protective Clothing for Structural Firefighting**

A. The Department and the Union agree to conduct a joint study and wear testing of Protective Clothing for Structural Firefighting every four (4) years or upon changes to the applicable independent national safety standards.

B. Prior to submitting specifications to the Office of Central Services Contract Administration and Procurement Division, the Department agrees to give the Union an opportunity to provide input and recommendations regarding protective wear. The final decision as to the Department's submission to the Office of Central Services pertaining to any prospective bid remains with the Fire Chief. The Union shall be given an opportunity to review the Department's submission prior to it being submitted to the Office of Central Services. Moreover, nothing in this section shall be construed as altering the procurement process utilized by the Office of Central Services' Purchasing Agent.

C. Effective July 1, 2014, the Department shall provide for annual cleaning and inspection of Structural Firefighting Turnout Gear in accordance with the applicable independent national safety standards.

D. Effective January 1, 2018, all employees covered by this Agreement shall be issued two (2) sets of Structural Firefighting Turnout Gear.

E. All Structural Firefighting Turnout Gear shall be measured to fit each employee in accordance with the manufacturer's recommendations.

### **Section 16.10 Diesel Exhaust Capture Systems**

The Department shall install and maintain diesel exhaust capture systems in each Fire and EMS Station where members who are covered by this Agreement are assigned to work.

## **ARTICLE 17 -- HOURS OF WORK**

### **Section 17.1 Workweek**

A. Shift employees covered under this Agreement will work a forty-two (42) hours work week; straight day work employees shall work a forty (40) hours week. Hours of work for other employees covered by this Agreement will be scheduled in accordance with the following:

1. Employees covered by this Agreement who are assigned to a shift schedule shall work twenty-four (24) consecutive hours on duty, followed by seventy-two (72) consecutive hours off duty. The shift schedule shall commence at 0700 hours.
2. Day Work Schedule: 5 -8 hour Days Employees covered by this Agreement who are assigned to a day work schedule shall work Monday through Friday, from 0700 hours until 1500 hours.
3. Non-station Personnel.

Day work employees shall continue to work their existing shifts; shift work employees shall continue to work existing shifts.

4. Alternative Work Schedules

The Fire Chief may at his/her discretion, order flexible work shifts for those employees covered under this Agreement who are not assigned to fire suppression and EMS related operational duties when such an arrangement is in the best interest of the citizens of the County.

5. FLSA Non-Exempt Shift Work -24/72 Schedule

Employees covered by this agreement, who are classified solely as emergency medical providers and who do not meet the 7(k) exemption to the Fair Labor Standards Act will continue to work the FLSA compliant 24/72-work schedule that is in effect as of June 30, 2013.

## **Section 17.2 Exchange of Shifts**

- A. An employee may exchange shifts with another employee subject to the approval of his/her career supervisor, which approval shall not be unreasonably withheld.
- B. An employee may only exchange shifts with an employee who is qualified to work in the position which is being covered.
- C. It shall be the responsibility of the persons arranging the shift exchange(s) to see that all repayment of time or compensation in lieu of repayment of time rests exclusively with the two (2) employees agreeing to the exchange of tours of duty. The Fire/EMS Department will neither undertake the enforcement of repayment of the time or compensation not paid as a result of the said agreement between the employees affected.
- D. Shift Exchanges must be requested no later than 96-hours prior to the start of the pending shift being exchanged. Exceptions to this requirement may be considered on a case-by-case basis by the Career Battalion Chief when a shift exchange is being requested within the 96-hour minimum time period.

### **Section 17.3 Calculation of Overtime Hours**

Each hour of overtime shall be compensated as follows:

- 0-7 minutes - No compensation
- 8-22 minutes - One-quarter hour wages at 1.5 times
- 23-37 minutes - One-half hour wages at 1.5 times
- 38-52 minutes - Three-quarter hour wages at 1.5 times
- 53-67 minutes - One (1) hour of wages at 1.5 times

### **Section 17.4 Holidays**

A. The following shall be designated as holidays within the scope of this Agreement:

New Year's Day, Martin Luther King Jr.'s Birthday, Presidential Inauguration Day, George Washington's Birthday, Fire Fighter Recognition Day (Friday before the observance of Memorial Day), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, County Employees Appreciation Day (Friday following Thanksgiving Day), Christmas Day.

B. For the purpose of this Section, the Christmas Day holiday shall apply to all employees who work during the thirty-six (36) hour period beginning at 1900 hours on December 24, and the New Year's Day holiday shall apply to all employees who work during the twenty-four (24) hour period beginning at 1900 hours on December 31.

C. Beginning in the 2001 wage reporting year, if July 4 falls on a weekend, employees covered by this Agreement who work on the holiday or the day it is celebrated will receive holiday pay. Employees who work both the holiday and the day the holiday is celebrated will receive holiday pay for only one (1) day.

D. No employee shall work on a holiday unless directed to do so by the County.

### **Section 17.5 Stand-By Duty**

A. There shall be two (2) tours of stand-by duty.

Monday 0700 - Friday 1500  
Friday 1500 - Monday 0700

B. A bargaining unit employee required by the Fire Chief or his designee to be on stand-by during the Monday through Friday tour of duty shall be compensated at the rate of two (2) hours of compensatory time per day. An employee who is called back to active duty while on stand-by during such Monday through Friday tour will receive no stand-by pay for the day on which the active duty was performed. The rate of compensation for the Friday through Monday tour shall be one-half (1/2) hour of compensatory time for every one (1) hour on stand-by. An employee called back to active duty during the Friday through Monday tour will receive no stand-by pay for those hours during that tour that he/she is on active duty. The rate of compensation for

standing by on a designated holiday shall be a total of eight (8) hours of compensatory time.

C. This Section shall not apply to unusual circumstances which result in the Department's Emergency Operation Plan being placed into effect, provided that when a "yellow alert" is in effect for seventy-two (72) hours those affected employees shall receive one (1) day's pay. In addition, affected employees shall be compensated at a rate of one (1) day's pay for each subsequent seventy-two (72) hours on alert.

### **Section 17.6 Mandatory Callback Policy**

A. Mandatory callback staffing shall be completed utilizing an established Mandatory Callback Roster ("MCR"). The MCR for each rank shall be distributed daily to all Fire/EMS Department employees.

B. The Department shall establish a dynamic MCR based on the following criteria:

1. The initial MCR will be established for the following ranks in reverse seniority order:
  - i. Group 1 – Fire Fighter I, Fire Fighter II, and Fire Technician
  - ii. Group 2 – Fire Fighter/Medic III, Paramedic II, and Fire Fighter/Medic Technician
  - iii. Group 3 – Fire Fighter Lieutenant, Paramedic Lieutenant, Fire Fighter/Medic Lieutenant, Fire Fighter Captain, Paramedic Captain, Fire Fighter/Medic Captain
  - iv. Group 4 – Fire Fighter Battalion Chief, Paramedic Battalion Chief, Fire Fighter/Medic Battalion Chief
2. Employees with no occurrences or with the oldest date of mandated occurrence will be at the top of the MCR.
3. Employees with the most recent date of mandated occurrences worked, including an involuntary holdover of four (4) hours or greater, will be moved to the bottom of the MCR.
4. Employees on an approved leave status will not be assigned a mandatory overtime shift.
5. All sworn employees, aside from those listed in subsection B4, will be eligible for a mandatory overtime shift assignment.
6. The MCR will continue to rotate indefinitely, and will not reset at any point.

C. Employees will be selected using the MCR only after the following procedures have been enacted to fill vacancies:

1. All employees on the applicable overtime sign-up list in the Fire and EMS Department staffing management system have been contacted in order until the list has been exhausted.

2. The Department has attempted to fill the vacancy through a mass page or other Department-wide communication.
3. The Department has exhausted the procedures as outlined in subsections C1 and C2 and the vacancy is less than forty-eight (48) hours from occurring.

**D. Mandatory Overtime Restrictions**

1. A mandatory holdover or call-back shall be no longer than twelve (12) hours in duration.
2. Employees that have reached the maximum of thirty-six (36) continuous working hours without an eight (8) hour rest period shall not be assigned a mandatory overtime assignment.

**E. Shift Replacement**

Employees may find a replacement of like rank for their mandatory overtime assignment. In the event the employee finds a replacement, the employee originally hired for the mandatory assignment will receive credit as if they had worked the mandatory assignment, and will be moved to the bottom of the MCR.

**F. Emergency Operations Plan**

This Section shall not apply to unusual circumstances which result in the Department's Emergency Operation Plan being placed into effect.

**ARTICLE 18 – DISCIPLINE**

**Section 18.1 Administrative Charges**

When an employee is the subject of an investigatory interview that is reasonably likely to lead to disciplinary action (i.e. employee is interviewed as the target of the investigation and not as a witness), the employee shall be informed in writing, prior to the start of interview, of the nature of the investigation and the right to Union representation. The employee will be provided with a memorandum containing this information (Attachment C to this Agreement) and the employee will be required to review, complete and sign the memorandum.

**Section 18.2 Timeline for Administrative Charges**

Administrative charges may not be brought against an employee unless filed within one hundred eighty (180) calendar days after the act that gives rise to the charges comes to the attention of the appropriate official.

## **ARTICLE 19 -- PERSONNEL FILES**

### **Section 19.1 Review**

By appointment with an appropriate person in the County Fire/EMS Department, 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 and those documents received under the promise of confidentiality. The employee shall indicate in writing, to be placed in his/her file, that he/she has examined the same.

### **Section 19.2 Expunction**

The County 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. Derogatory information three (3) years old or older will not be used against an employee whether it has been removed or not.

## **ARTICLE 20 -- REMOVAL AND TRANSFER**

### **Section 20.1 Transfer Policy**

In the event of a vacancy due to promotion, transfer, demotion, or retirement, the filling of the vacancy shall be made in accordance with the following procedures:

A. The position shall be announced by Department wide email. Instructions and qualifications for applying for transfer to the vacant position shall be included in the announcement. The Department may establish reasonable certification prerequisites when determining eligibility for a vacant position.

B. The application period shall be open for a minimum of five (5) calendar days. The parties acknowledge that "calendar days" apply only to this section and that elsewhere in this agreement "days" shall be defined as business days.

C. In the event that more than one qualified employee applies for a lateral transfer to a vacant position, the position shall be awarded to the bidding employee in the following order:

1. First Preference - Length of Time in Grade
2. Second Preference - Length of Time in Department
3. Third Preference - Randomly Generated Seniority Number

D. For a vacancy at the rank of Fire Fighter/Medic II, the Length of Time in Grade preference shall not apply. In this case, the ranking criteria will start with the second preference of Length of Time in Department.

E. For a vacancy at a Technical Rescue or specialty station, the Department may add a certification preference prior to those listed in subsection 20.1 (c). The certification preference shall include the number of certifications an employee has on file with the Department. Employees with more certifications will be ranked higher than those with less. Employees with an equal number of certifications will follow the normal preferences listed in subsection 20.1 ©.

F. The Department agrees to complete the above-referenced process (paragraphs A through C of this Section) within three (3) complete pay periods of the vacancy occurring. The parties agree that the Department will not be prohibited from immediately assigning an employee to the vacancy on a temporary basis pending this process.

G. In the event that no employee applies for a lateral transfer to a vacant position, the Department may fill the position per management prerogative. The Department also reserves the right to make transfers, not implemented because of a vacancy, based upon operational needs.

H. The parties acknowledge that the process outlined in Section 20.1(A) shall only apply to operational vacancies that arise in Fire/EMS Stations and that the Department maintains the right to utilize other methods to fill non-operational or special assignment vacancies.

I. The Department reserves the right to deny transfer requests to probationary employees, employees who are enrolled in the Department sponsored Paramedic Program, employees who are in a Light Duty or No Duty work status, or to employees who have a written disciplinary reprimand, Equal Employment Opportunity violation, or are involved in an investigation/disciplinary action that would preclude the Department from transferring the employee. The Department also reserves the right to transfer employees described in this paragraph based upon management prerogative.

J. An employee covered by this Agreement who is subject to any transfer shall be provided with written notification five (5) calendar days prior to the effective date of transfer. This notification shall provide the reason(s) as to why the transfer is necessary.

K. If an employee is placed on Disability Leave as a result of a work-related injury or illness, the employee shall not be transferred from their work assignment until after the one hundred and eighty (180) day Disability Leave period as defined in Section 11.7 of this Agreement. A recurrence or exacerbation of the same injury or illness shall not extend the one hundred and eighty (180) day protection period.

L. If an employee is awarded a position through the Department's transfer bid process, said employee shall not have the ability to participate in future bid processes during the following 12-month period.

M. Nothing in Paragraph L, shall prevent an employee from applying for a promotion, an acting position, or a specialty assignment, as they become available.

## **Section 20.2 Removal and Transfer**

In the event the removal or transfer of an employee from a station is initiated by an agency other than a Career Fire/EMS Department Officer, the County Fire Chief shall, immediately upon notification of such requested or attempted removal or transfer, require to meet with him/her (or his/her designee) the employee, the President of the Union (or his designee), the Volunteer Fire Chief, and the President of the Prince George's County Volunteer Fire and Rescue Association (or their designees). Such meeting will concern itself with the reasons for the requested or attempted removal or transfer.

### **Section 20.3 Resolution**

If in the opinion of the County Fire Chief, after consultation with the advice from the President of the Union and the President of the Prince George's County Volunteer Fire and Response Association, the requested or attempted removal or transfer is justified, the employee will be assigned to another station. If in the opinion of the County Fire Chief, after consultation with, and advice from, the President of the Union and the President of the Prince George's County Volunteer Fire and Rescue Association, the requested or attempted removal or transfer is not justified, the County Fire Chief shall require the employee to remain in his/her present assignment. If the Volunteer Fire Chief refuses such requirement, the County Fire Chief shall take all steps allowable under law to have his requirement met.

### **Section 20.4 Appeal**

Notwithstanding the above, the Union may elect to invoke its rights under the grievance procedure at the appropriate step.

## **ARTICLE 21 -- PREVAILING RIGHTS**

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected, during the term of this Agreement unless changed by mutual consent of the County and the Union. Occasional and sporadic incidents will not constitute a prevailing right. Further, it is specifically understood that a prevailing right cannot be used to change clear and unequivocal provisions of this Agreement.

## **ARTICLE 22 -- NO STRIKE OR LOCKOUT**

### **Section 22.1 No Strike or Lockout**

The Union and its members, individually and collectively, agree that during the term of this Agreement, there shall be no illegal strikes, and the County agrees that there shall be no lockouts.

### **Section 22.2 Public Denouncement**

In the event of an illegal strike, the Union shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work and bring about a prompt resumption of normal operations.

### **Section 22.3 Discipline for Illegal Conduct**

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

## **ARTICLE 23 – VACANCIES**

### **Section 23.1 Filling Vacancies**

All vacancies caused by permanent departure from the Department -- retirement, discharge, promotion or other (excluding disability leave) -- will be filled within ninety (90) days of the vacancy or within ninety (90) days of establishment of an eligibility list, whichever occurs later, or the first person on the eligibility list (or subsequent persons depending on the number of vacancies) will be paid as if he, she or they had been promoted from the ninety-first (91st) day on. The Department has the authority to eliminate the position during the ninety (90) day period; but if the position is restored, the first person on the promotional list (or subsequent persons depending on the number of vacancies) will be paid as if he, she or they had been promoted from the ninety-first (91st) day on.

### **Section 23.2 Vacancy List**

The Department will provide a list of vacancies to the Union upon request.

## **ARTICLE 24 -- 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 only to the specific Article, Section, or portion thereof specified in the decision; and upon issuance of such a decision, the County and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

## **ARTICLE 25 -- TUITION ASSISTANCE AND EDUCATION INCENTIVE**

Refer to Article 18 (TUITION ASSISTANCE AND EDUCATION INCENTIVE) contained in the Agreement in effect from the period July 1, 1988, through June 30, 1989, regarding eligibility for EIP.

## **ARTICLE 26 -- DURATION**

A. This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020. This Agreement shall be automatically renewed from year to year after June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019, (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 27<sup>th</sup> day of July, 2018 in Largo, Prince George's County, Maryland.

FOR THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1619



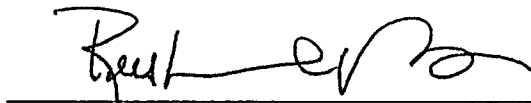
Andrew K. Pantelis  
President

FOR THE PRINCE GEORGE'S COUNTY FIRE/EMS DEPARTMENT



Benjamin M. Barksdale  
Fire Chief

FOR PRINCE GEORGE'S COUNTY MARYLAND



Rushern L. Baker, III  
County Executive

## ATTACHMENT A – MIN-MAX SYSTEM

A. Effective October 26, 2008, the MIN-MAX system in effect for all members of the bargaining unit will be replaced by the following modified MIN-MAX system:

1. The minimum and maximum pay rates for employees covered by this Agreement are established on the attached schedules of pay rates for employees in the following classifications:

Fire Fighter I, Paramedic I, Fire Fighter/Medic	Y01
Fire Fighter II, Paramedic II, Fire Fighter/Medic II	Y02
Fire Fighter III, Paramedic III, Fire Fighter/Medic III	Y03
Fire Technician, Fire/Medic Technician	Y13
Fire Lieutenant, Paramedic Lieutenant, Fire/Medic Lieutenant	Y04
Fire Captain, Paramedic Captain, Fire/Medic Captain	Y05
Fire Battalion Chief, Paramedic Battalion Chief, Fire/Medic Battalion Chief	Y06

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

3. Merit steps will have the value of three and one-half percent (3 1/2%). An employee will be eligible to advance to the next merit step for his/her rank on his/her anniversary date at the rate of one (1) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

4. a. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary is one percent (1%) or less from the applicable maximum rate, the employee will have his/her salary rate adjusted to the applicable maximum rate.

b. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half (3 1/2%) from the applicable maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his/her salary rate adjusted to the applicable maximum rate.

5. Upon promotion an employee's salary rate shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted. In no event shall the new rate exceed the maximum for the grade.

6. Salary rate upon demotion shall be governed by Section 16-132 of the Personnel Law in that the new rate shall be obtained by dividing the current rate by the sum of one (1) plus the percentage increase previously advanced upon promotion (or the sum of the percentage increases of successive promotions if the person has been demoted more than one grade and has served in the intermediate grade). Such percentage should be obtained from the promotional PID(s) by subtracting the hourly rate before promotion from the hourly rate immediately after promotion

and dividing the remainder by the rate before promotion. The quotient shall be rounded to the third decimal place.

7. Paramedic Trainees, who successfully complete their probationary period (no less than one (1) year), shall automatically be promoted to Paramedic I. Paramedic I's, after completion of Emergency Medical Technician Paramedic training, shall be automatically promoted to Paramedic II. (The Paramedic Trainee, Paramedic I and Paramedic II shall be triple allocated.)

8. a. Further, effective beginning on July 1, 1999, any employee covered by this Agreement hired before July 1, 1996 who completed eighteen (18) years of actual service as defined in the Fire Pension Plan but who is not at the step for his/her rank on the Min-Max System which reflects the completion of eighteen (18) years of service will be placed at that step on the date that marks the completion of his/her eighteenth (18<sup>th</sup>) year of service, provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank.

b. Effective beginning on July 1, 2008, any employee hired before July 1, 1996, who completed ten (10) years of actual service as defined in the Fire Pension Plan but who is not at the step for his/her rank on the Min-Max System which reflects the completion of ten (10) years of service will be placed at that step on the date that marks the completion of his/her tenth (10<sup>th</sup>) year of service, provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank, except as otherwise noted for special duty pay(s) and in no case be more than ten percent (10%) above the maximum. Employees who receive this adjustment will not receive the eighteen (18) year adjustment referred to in subparagraph 8.a. above.

c. Effective July 1, 2008, any employee subject to subparagraph 8.b. above, who prior to July 1, 2008 did not receive a full seven percent (7%) increase at the time he/she completed eighteen (18) years of service, shall receive the difference between the eighteen (18) year increase originally received and the seven percent (7%). Such increase shall be effective July 1, 2008 and shall not place the employee above the July 1, 2008 maximum salary for his/her grade, except as otherwise noted for special duty pay(s) as in number 10 above, and in no case be more than ten percent (10%) above the maximum.

d. Beginning in Fiscal Year 2000, any employee, who completes his/her fifth (5<sup>th</sup>) year of service as an employee covered by this Agreement and is otherwise eligible to receive a merit increase, will receive a merit increase of four and one-half percent (4 1/2%) rather than three and one-half percent (3 1/2%) during that fiscal year.

9. a. Effective the first full pay period beginning on or after July 1, 2006, all employees will be moved to new Y-Scale. They will be placed on the Y-Scale in accordance with their current salaries.

b. Effective the first full pay period beginning on or after July 1, 2006, R- Scale employees hired on or after March 29, 1999 who are County certified EMT-P's shall be compensated at a rate ten percent (10%) above their regular base pay. The ten percent (10%) shall be considered part of base pay for purposes of pension and overtime. The additional ten percent (10%) shall be payable irrespective of whether it places an employee's salary above the maximum for his/her grade.

c. Effective the first full pay period beginning on or after July 1, 2006, M and S Scale employees who were cross-trained and received a five percent (5%) "in- grade" increase as a result, will be entitled to that additional five percent (5%) even if it puts them above maximum for their grade. This five percent (5%) will continue to be considered part of the employee's base pay for purposes of pension and overtime.

d. R-Scale employees hired between March 29, 1999 and June 30, 2005 will receive a ten percent (10%) increase in their base salary for completion of EMT-I for Paramedic or EMT-I and J-TAC for Fire Fighter/Medic. (Note. These employees have already received a ten percent (10%) salary increase as a result of movement from R01- R02.)

10. Effective the first full pay period beginning on or after July 1, 2013, the maximum pay rates will be increased by three and one half percent (3.5%).

11. Effective July 1, 2017, the maximum pay rates for employees covered by this Agreement will be increased by three and one-half percent (3.5%), and employees who are at maximum on that date will have their salaries raised by three and one-half percent (3.5%) on that date.

12. Effective July 1, 2018, the maximum pay rates for employees covered by this Agreement will be increased by three and one-half percent (3.5%), and employees who are at maximum on that date will have their salaries raised by three and one-half percent (3.5%) on that date.

**ATTACHMENT B – SCHEDULE OF PAY GRADES  
SALARY SCHEDULE Y – EFFECTIVE JULY 1, 2018  
FIRE UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND**

GRADE	MINIMUM	MAXIMUM	CERTIFICATION
Y01			
HOURLY	20.6363	39.7946	43.7741
BIWEEKLY	1,650.90	3,183.57	3,501.93
ANNUAL	42,924	82,773	91,050
Y02			
HOURLY	21.6466	44.1872	48.6059
BIWEEKLY	1,731.73	3,534.98	3,888.47
ANNUAL	45,025	91,909	101,100
Y03			
HOURLY	22.6566	50.8199	55.9020116
BIWEEKLY	1,812.53	4,065.59	4,472.16
ANNUAL	47,126	105,705	116,276
Y13 (TECHNICIAN)			
HOURLY	22.6566	53.0008	58.3008
BIWEEKLY	1,812.53	4,240.06	4,664.06
ANNUAL	47,126	110,242	121,266
Y04 (LIEUTENANT)			
HOURLY	26.2222	55.1817	60.6999
BIWEEKLY	2,097.78	4,414.54	4,855.99
ANNUAL	54,542	114,778	126,256
Y05(CAPTAIN)			
HOURLY	28.6873	61.5268	67.6795
BIWEEKLY	2,294.98	4,922.14	5,414.36
ANNUAL	59,670	127,976	140,773
Y06 (BATTALION CHIEF)			
HOURLY	31.4419	67.8063	74.5868
BIWEEKLY	2,515.35	5,424.50	5,966.94
ANNUAL	65,399	141,037	155,141

The Minimum hourly rates are the January 7, 2018 hourly rates. The Maximum hourly rates and the Certification Maximum rates are the January 7, 2018 rates multiplied by 1.035%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

**SALARY SCHEDULE Y – EFFECTIVE JANUARY 6, 2019**  
**FIRE UNIT PERSONNEL**  
**PRINCE GEORGE’S COUNTY, MARYLAND**

GRADE	MINIMUM	MAXIMUM	CERTIFICATION
Y01			
HOURLY	21.0490	40.5905	44.6496
BIWEEKLY	1,683.92	3,247.24	3,571.97
ANNUAL	43,782	84,428	92,871
Y02			
HOURLY	22.0795	45.0709	49.5780
BIWEEKLY	1766.36	3,605.67	3,966.24
ANNUAL	45,925	93,747	103,122
Y03			
HOURLY	23.1097	51.8363	57.0200
BIWEEKLY	1,848.78	4,146.90	4,561.60
ANNUAL	48,068	107,820	118,602
Y13 (TECHNICIAN)			
HOURLY	23.1097	54.0608	59.4668
BIWEEKLY	1,848.78	4,324.86	4,757.34
ANNUAL	48,068	112,446	123,691
Y04 (LIEUTENANT)			
HOURLY	26.7466	56.2853	61.9139
BIWEEKLY	2,139.73	4,502.82	4,953.11
ANNUAL	55,633	117,073	128,781
Y05(CAPTAIN)			
HOURLY	29.2610	62.7573	69.0331
BIWEEKLY	2,340.88	5,020.58	5,522.65
ANNUAL	60,863	130,535	143,589
Y06 (BATTALION CHIEF)			
HOURLY	32.0707	69.1624	76.0785
BIWEEKLY	2,565.66	5,532.99	6,086.28
ANNUAL	66,707	143,858	158,243

The Minimum, Maximum and Certification Maximum hourly rates are the July 1, 2018 hourly rates multiplied by 1.02%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

**SALARY SCHEDULE Y – EFFECTIVE JANUARY 5, 2020**  
**SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL**  
**PRINCE GEORGE’S COUNTY MARYLAND**

GRADE	MINIMUM	MAXIMUM	CERTIFICATION
Y01			
HOURLY	21.4700	41.4023	45.5426
BIWEEKLY	1,717.60	3,312.18	3,643.41
ANNUAL	44,658	86,117	94,729
Y02			
HOURLY	22.5211	45.9723	50.5696
BIWEEKLY	1,801.69	3,677.78	4,045.57
ANNUAL	46,844	95,622	105,185
Y03			
HOURLY	23.5719	52.8730	58.1604
BIWEEKLY	1,885.75	4,229.84	4,652.83
ANNUAL	49,030	109,976	120,974
Y13 (TECHNICIAN)			
HOURLY	23.5719	55.1420	60.6561
BIWEEKLY	1,885.75	4,411.36	4,852.49
ANNUAL	49,030	114,695	126,165
Y04 (LIEUTENANT)			
HOURLY	27.2815	57.4110	63.1522
BIWEEKLY	2,182.52	4,592.88	5,052.18
ANNUAL	56,746	119,415	131,357
Y05(CAPTAIN)			
HOURLY	29.8462	64.0124	70.4138
BIWEEKLY	2,387.70	5,120.99	5,633.10
ANNUAL	62,080	133,146	146,461
Y06 (BATTALION CHIEF)			
HOURLY	32.7121	70.5456	77.6001
BIWEEKLY	2,616.97	5,643.65	6,208.01
ANNUAL	68,041	146,735	161,408

The Minimum, Maximum and Certification Maximum hourly rates are the January 6, 2019 hourly rates multiplied by 1.02%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

ATTACHMENT C - INTERVIEW FORM

TO: Employee

FROM:

SUBJECT: Investigatory Interview

DATE:

This correspondence serves to advise you that you are the subject of a departmental investigation. I am the investigator assigned to the case. The nature of the investigation is as follows:

The interview will be held on \_\_\_\_\_ at \_\_\_\_\_ hours in [insert place]. You are entitled to have a Union representative present during this interview.

This investigation is confidential. By authority of the Fire Chief, you are hereby directed not to discuss this investigation with anyone except your Union representative. You are also directed to fully cooperate with this investigation and any failure on your part to truthfully answer any of the questions given to you may result in disciplinary action being taken against you, up to and including termination.

Check one of the following:

☐ I understand my right to representation as set forth above and wish to proceed with the assistance of Union representation.

☐ I have been advised and understand I have a right to Union representation. I waive my right to Union representation and agree to proceed with the interview without the presence of a Union representative.

\_\_\_\_\_  
(Employee signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(Investigator signature)

Date \_\_\_\_\_

## **ATTACHMENT D – HISTORICAL PRESERVATION**

### **HISTORICAL PRESERVATION OF EARLIER AGREEMENTS**

The County shall maintain at least one (1) copy of the following Collective Bargaining Agreements:

2005 – 2007

2003 – 2005

2001 – 2003

1999 – 2001

1996 – 1999

1995 – 1996

1993 – 1995

1991 – 1993

1989 – 1992

1988 – 1989

1985 – 1988

1983 – 1985

1982 – 1983

1979 – 1981

1976 – 1979

1974 – 1975

The County agrees, at the request of the Union, to provide a copy of an earlier agreement within three (3) working days of said request.

## ATTACHMENT E - ACKNOWLEDGMENT

### ACKNOWLEDGEMENT OF REORGANIZATION EFFORTS FOR COLLECTIVE BARGAINING AGREEMENT COVERING PERIOD JULY 1, 2011 THOUGH JUNE 30, 2013

The parties worked together to reorganize several provisions of the collective bargaining agreement (CBA) that was originally negotiated to cover the period July 1, 2007 through June 30, 2009. The CBA covering the period July 1, 2011 through June 30, 2013 will incorporate the changes resulting from the reorganization efforts.

By signing, the County and Union agree that except for the provisions set forth in the below table, the reorganization was not intended make substantive changes to the CBA. To the extent sections were deleted as part of the reorganization, the deletions reflect the parties understanding that the provisions were outdated and no longer necessary to be included in the CBA. The only substantive changes to the CBA are those sections that were amended during the negotiations for a successor agreement effective July 1, 2011 through June 30, 2013.

The following provisions were amended during negotiations for the July 1, 2011 through June 30, 2013 CBA, and it is the parties' intent to incorporate the amendments within the new, reorganized CBA.

Old Contract Section	Old Section Title (CBA dated July 1, 2007 through June 30, 2009)	New Contract Section	New Contract Title (CBA dated July 1, 2011 through June 30, 2013)
Section 3.3	Conference and Seminars	Section 3.3	Conferences and Seminars
Section 3.4	Leave Negotiation	Section 3.4	Leave Negotiation
Section 7.1	Wages	Section 7.1	Wages
Section 7.3(2)(a)(2)	Plan Booklets	Section 10.9(c)	Plan Administration
Section 7.5	Contribution to Retirement Trust Fund	Section 10.3	Contribution to Retirement Trust Fund
Section 7.14	Group Health Insurance Coverage	Article 9	Health Care and Supplemental Benefits
Section 7.16	Acting Pay	Section 7.2	Acting Pay
Section 7.21	Special Duty Pay	Section 8.1	Special Duty Pay
Article 9	Shift Staffing	Article 12	Shift Staffing
Sections 14.5	Time Limits	Section 14.5	Time Limits
Section 14.6	Days Defined	Section 14.6	Days Defined
Article 15	Discipline	Article 18 Section 18.1 Section 18.2 Attachment C	Administrative Charges Timelines for Administrative Charges Investigatory Interview Form
Article 24	Duration	Article 26	Duration
		Section 3.12	Publication of Agreement
		Attachment C	Interview Form
		Attachment D	Historical Preservation of Earlier Agreements
		Attachment E	Acknowledgment re: Reorganization

Prince George's County, Maryland

Local 1619, International Association of Fire Fighters,

\_\_\_\_\_  
Joseph Adler, Chief Labor Negotiator

\_\_\_\_\_  
Andrew K. Pantelis, IAFF President



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 9/25/2018 **Effective Date:** 12/10/2018  
**Reference No.:** CB-066-2018 **Chapter Number:** 64  
**Draft No.:** 1 **Public Hearing Date:** 9/25/2018 @ 10:15 a.m.  
**Proposer(s):** County Executive  
**Sponsor(s):** Glaros, Toles, Turner, Taveras, Franklin and Patterson  
**Item Title:** AN ACT CONCERNING COLLECTIVE BARGAINING AGREEMENT - INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, LOCAL 1619 (FIRE FIGHTERS, PARAMEDICS AND FIRE FIGHTER/MEDICS) for the purpose of amending the labor agreement by and between Prince George's County, Maryland and the International Association of Fire Fighters, AFL-CIO, Local 1619 (Fire Fighters, Paramedics and Fire Fighter/Medics), to provide for wages and certain other terms and conditions of employment for personnel classifications initially certified by the Prince George's County Public Employee Relations Board.

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**Drafter:** Joseph Adler, PH.D., Office of Human Resources Management  
**Resource Personnel:** Stephanye R. Maxwell, Esq., CPM, Office of Human Resources Management

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
09/04/2018	COW	Favorably recommended	County Council
<b>Action Text:</b> A motion was made by Vice Chair Turner, seconded by Council Member Taveras, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 7 Glaros, Franklin, Lehman, Patterson, Taveras, Toles and Turner Absent: 2 Davis and Harrison			
09/04/2018	County Council	presented and referred	COW
<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Committee of the Whole			
09/04/2018	County Council	introduced	
<b>Action Text:</b> This Council Bill was introduced by Council Members Toles, Glaros, Turner, Taveras, Franklin and Patterson			

09/25/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

09/25/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Toles, seconded by Council Member Davis, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 8 Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

Absent: 1 Glaros

10/24/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

16-233

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

Prince George's County, Maryland (the County) and the International Association of Fire Fighters, Local 1619, AFL-CIO (Fire Fighters, Paramedics and Fire Fighter/Medics) have completed labor negotiations on a two-year labor agreement covering Fiscal Years 2019 and 2020. This Bill is to adopt and approve the referenced collective bargaining agreement in accordance with Section 16-233(f) of the Personnel Law. A fiscal impact statement will be provided by the Office of Management and Budget.

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**Document(s):** B2018066, CB-66-2018 AIS, CB-66-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-66-2018

**Draft No.:** 1

**Committee:** Committee of the Whole

**Date:** 9/4/18

**Action:** FAV

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**REPORT:** Favorable 7-0 (In Favor: Council Members Glaros, Franklin, Lehman, Patterson, Taveras, Toles and Turner; Absent: Davis and Harrison)

The County Council convened as the Committee of the Whole on September 4, 2018 to consider CB-66-2018. CB-66-2018 is a bill which will approve the negotiated labor agreement by and between Prince George's County and the International Association of Fire Fighters, Local 1619, AFL-CIO. This agreement covers Firefighters, Paramedics and Fire Fighter Medics.

The bill sets forth the terms and conditions in the Agreement and carries over many of the terms and conditions negotiated in previous labor agreements. This is a two-year agreement covering Fiscal Years 2019 and 2020.

While all the financial aspects of this agreement are included in the Settlement Summary which is attached to the bill the major modifications concerning wages calls for a 2% increase in hourly wages effective the first full pay period after January 1, 2019 and an additional 2% increase in hourly wages after the first full pay period after January 1, 2020. Merit increases are also included for Fiscal Years 2019 and 2020. Increases were also made to Holiday Pay and Specialty Pay.

It is important to note that significant changes were made to Healthcare and Supplemental benefits and this agreement also call for a percentage increase in Pension Benefits for employees hired prior to July 1, 2008. This will take effect on January 1, 2019.

During the Committee meeting, Joe Adler, Labor Negotiator, Office of Human Resources Management, answered specific questions posed by Councilmembers.

The Office of Audits and Investigation reports that enactment of CB-66-2018 will have a negative impact on the County of \$5.7 million for FY'19 and FY'20 combined.

After discussion, the Committee of the Whole voted CB-66-2019 out favorably 7-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND****2018 Legislative Session**Bill No. CB-17-2018Chapter No. 65Proposed and Presented by Council Member LehmanIntroduced by Council Members Lehman, Toles, Glaros,  
Turner, Taveras and FranklinDate of Introduction September 25, 2018**BILL**

1 AN ACT concerning

2 Utilities - Construction within the Roadway

3 For the purpose of defining certain terms; requiring valid road construction permits; providing  
 4 requirements for road construction permits; regarding the submittal and approval of plans;  
 5 providing the regulation of utility permits; providing for inspection and notice; providing for  
 6 general construction requirements for roads; and generally relating to highway and street  
 7 construction.

8 BY adding:

9 SUBTITLE 23. ROADS AND SIDEWALKS.

10 Sections 23-102(b)(15.1) and 23-102(b)(18.1)

11 The Prince George's County Code

12 (2015 Edition, 2017 Supplement).

13 BY repealing and reenacting without amendments:

14 SUBTITLE 23. ROADS AND SIDEWALKS.

15 Sections 23-107 and 23-108

16 The Prince George's County Code

17 (2015 Edition, 2017 Supplement).

18 BY repealing and reenacting with amendments:

19 SUBTITLE 23. ROADS AND SIDEWALKS.

20 Sections 23-112, 23-120, 23-123, and 23-129

21 The Prince George's County Code

(2015 Edition, 2017 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 23-102(b)(15.1) and Section 23-102(b)(18.1), of the Prince George's County Code be and the same are hereby added:

**Sec. 23-102. - Definitions.**

(a) Except as herein provided, the definitions of words and phrases used in this Subtitle shall be the same as stated in Subtitles 1, 4, 24, 26, and 27 of this Code. If not defined in the said Subtitles or herein, the words or phrases shall have the meanings generally recognized under Maryland law.

(b) The following words and phrases are hereby defined with respect to their use in this Subtitle:

\* \* \* \* \*

(15.1) Utility Designated Inspectors mean utility staff inspectors or third-party inspectors of the utility's choosing. Utility staff eligible for training must be currently working in the inspection field as engineering technicians, or the appropriate equivalent, with construction inspection work experience.

\* \* \* \* \*

(18.1) Road Restoration means the temporary or permanent act of road restoration following road construction.

\* \* \* \* \*

SECTION [1] 2. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Sections 23-107 and 23-108, of the Prince George's County Code be and the same are hereby repealed and reenacted without amendments:

**Sec. 23-107. - Penalty.**

(a) Any person who does any road construction in a public right-of-way without a valid permit, or performs work in conflict with the detailed plans submitted and approved for work to be performed under permit, or creates a situation within the right-of-way which requires corrective action shall immediately take those actions necessary to reinstate a pre-existing permit where the permit has expired or been suspended, or obtain a permit where none existed, and then correct or remove said work or correct said situation to bring it into conformance with established requirements or standards within the time specified in a written Notice of Violation

1 from the Department. Noncompliance on the part of the responsible person shall be a violation of  
2 this Subtitle.

3 (b) Any person required by this Subtitle to have a permit who performs work which is in  
4 violation of the provisions of this Subtitle, approved permit plans, or a lawful order issued  
5 thereunder, or creates a situation in the right-of-way which constitutes a hazard to public safety,  
6 shall be guilty of a misdemeanor punishable by a fine of not more than One Thousand Dollars  
7 (\$1,000.00), by imprisonment for not more than ninety (90) days, or by both such fine and  
8 imprisonment for each offense. Each day that a violation continues shall be deemed a separate  
9 offense.

10 (c) The application of such penalty shall not preclude the enforced removal, abatement, or  
11 correction of the conditions, which were found to be in noncompliance, through appropriate  
12 proceedings in a court of competent jurisdiction. In addition, the County may take those actions  
13 necessary to correct the situation, and all costs therefor shall be billed to the responsible person  
14 in accordance with the provisions of Section 23-109, or be recovered through legal recourse.

15 **Sec. 23-108. - Appeals; right of appeal.**

16 (a) Prior to the commencement of any appeal, any person aggrieved, with the exception of  
17 a person aggrieved under Section 23-117(a), shall, within fifteen (15) days of a decision, action,  
18 or nonaction by an authorized representative of the Department, make known in writing the basis  
19 of his complaint to the individual responsible for the decision, action, or nonaction, together with  
20 a request for review. If a satisfactory resolution cannot be reached within fifteen (15) days of the  
21 receipt of the written complaint, the person aggrieved may request a review of the decision by  
22 the next higher level of authority (as established by the Director).

23 (b) Any person may file an appeal to the Board of Administrative Appeals within thirty  
24 (30) days (except for a Notice of Violation which shall require the appeal to be filed within  
25 fifteen (15) days) after the resolution period provided for in Subsection (a), above, or within  
26 thirty (30) days after the expiration of a thirty (30) day period allowed for such resolution. No  
27 appeal (with the exception of a Notice of Violation) shall be considered by the Board of  
28 Administrative Appeals until the person aggrieved has obtained a decision by the Director, or the  
29 thirty (30) day period for resolution has passed without such decision.

30 SECTION [2] 3. BE IT ENACTED by the County Council of Prince George's County,  
31 Maryland, that Sections 23-112, 23-120, 23-123, and 23-129, of the Prince George's County

Code be and the same are hereby repealed and reenacted with the following amendments:

**Sec. 23-112. - Application for permit.**

(a) Application for a road construction permit shall be made on forms provided by the Director, and shall, when required by the Director, be accompanied by:

(1) The specifications applicable to the scope of work covered by the permit;

(A) For utility permits for non-emergency work, the plan for meeting the public notification requirements, including how the public will be notified, which neighborhoods will be impacted, and whether any change of traffic patterns will be part of the notification, as approved by the Department;

(B) The plan for meeting the milling, overlay, and greenspace restoration requirements, per the approved utility policy;

(2) The maintenance of traffic plan;

(3) The proposed inspection plan;

[(2)] (4) Suitable prints of detailed plans of the work;

[(3)] (5) A filing fee in accordance with Section 23-115 for each application;

[(4)] (6) Estimated cost of the work; and

[(5)] (7) The signature of the owner or authorized agent.

(b) The Director may refuse to accept an application for a road construction permit from any applicant, as principal, who is or was in default on a previously issued permit, or who is the permittee listed on an expired permit which is not currently in the process of being extended by County administrative action.

(c) Before the Department may issue a road construction permit, or concur in the issuance of a building permit, all bonds required shall be approved by the Director and the County Attorney.

**Sec. 23-120. - Other types of permits.**

(a) Utility Permit. Utilities shall be required to apply for and obtain a permit from the Department for all work performed within the public right-of-way related to the repair or modification of their systems. A separate permit may be required for each new installation, major repair, or modification to the system located within the paved portion of the right-of-way. The Director may issue to a utility, at his discretion, a [blanket] maintenance permit or permits for the performance of work within the right-of-way, and establish the conditions for

operation under the permit(s) so issued. Utility construction specifications and a quality control plan for road resurfacing shall be reviewed annually by the Department and submitted with the maintenance permit application.

(1) [Blanket] Maintenance permits may be issued for a period of up to one year. [Bonding and permit fees for utility permits shall be in accordance with this Subtitle.]

(2) If a contractor has performed work for a utility in the County without a utility permit three or more times within one year, the contractor after written notification of each instance of noncompliance shall be prohibited from performing work in the right-of-way for that utility for a period of up to 12 months. Pursuant to the provisions of Section 23-108 of this Code, there is a right of appeal to the Director of the Department of Permitting, Inspections, and Enforcement. Decisions of the Director of the Department of Permitting, Inspections, and Enforcement may be appealed to the Board of Administrative Appeals. Bonding and permit fees for utility permits shall be in accordance with this Subtitle. Utilities performing work without a utility permit may be fined One Thousand Dollars (\$1,000.00) per day in accordance with Subtitle 23.

\* \* \* \* \*

#### **Sec. 23-123. - Inspection and notice.**

(a) Notice. For utility permits, [T]the permittee shall post notice in the following situations:

(1) [A notice provided by the Department shall be posted in a conspicuous place on each project site near an existing road] For non-emergency work, the permittee shall notify the Department and the public in impacted neighborhoods of the time of commencement of road construction, if the duration of work is expected to be more than five (5) working days, or if there will be a change in traffic patterns, at least ten (10) working days before commencement of any construction under said permit;

(2) [The permittee shall notify the Department of the time of commencement of work at least two (2), and not more than five (5), working days before commencement of any construction under the said permit] For non-emergency work, a project information sign provided by the permittee and approved by the Department shall be posted in a conspicuous place on each project site near or within an existing road five (5) working days in advance of the start of construction unless waived by the Department;

(3) Where work is interrupted for a period of five (5) working days or more, the permittee shall, at the end of each interruption, notify the Department of his intent to actively resume work under the permit;

(4) Where the permittee has completed work on the subgrade and concrete forms, he shall give notice to the Department that the work is ready for inspection and approval.

(5) After written notification of noncompliance, the permittee may be fined Five Hundred Dollars (\$500.00) per day of noncompliance with the public notification plan.

(b) Inspection; penalty for noninspection.

(1) [The Department shall provide inspection services to assure compliance with this Subtitle.] Upon request from a utility, the Department shall provide training and approval to utility designated inspectors and third-party inspectors to inspect permitted work to verify that the compaction and roadway restoration and repaving work has been performed in compliance with the Prince George's County Code and Specifications. For non-emergency work, all utilities, or their contractors doing compaction, right-of-way and roadway restoration and repaving work under a utility permit or a maintenance permit are required to provide for a utility designated staff inspector or an independent third-party inspector both of whom must be approved by the County to perform an inspection to ensure that the permitted compaction, right of way and roadway restoration and repaving work is in compliance with the Prince George's County Code and Specifications. The permittee shall, during the hours of work, make available to the inspector and to other employees of the Department the construction work, materials, plans, and specifications.

\* \* \* \* \*

(d) Compliance; penalties.

(1) The permittee, including [public] utilities, agents, contractors, and subcontractors shall comply with all requirements of the permit, including sediment and erosion control, either before or during the course of construction.

(2) Where the permittee fails to comply with the requirements cited in the Notice of Violation, said noncompliance may result in the following:

(A) Issuance of a stop work order. A stop work order may be issued for work that commences without a permit. A stop work order shall be issued by the Director and constitute a suspension of the applicable permit, and shall prohibit the violator from doing any

further work under the permit except such work as shall bring any previous work into compliance. When the permittee corrects the work to the satisfaction of the Department in accordance with the applicable requirements, the Director shall rescind the stop work order in writing at which time the permittee may resume further work under the permit; or

(B) The County may complete the required work and charge the permittee on a cost basis, including the costs of administration and overhead.

(3) Any governmental agency not required to obtain a permit from the Department or post a bond shall be subject to the provisions of Subsections (d)(1) and (d)(2), above. In addition, nonpayment by any governmental agency of any outstanding balance due to the County within the time allotted shall subject said governmental agency to liability in the amount of nonpayment, except where state or federal law provides to the contrary.

\* \* \* \* \*

### DIVISION 3. DESIGN AND CONSTRUCTION STANDARDS AND REQUIREMENTS.

#### Sec. 23-129. - General construction requirements for existing or proposed County roads.

\* \* \* \* \*

##### (j) Utility cuts.

(1) No person, including any [public or private] utility, shall cut any road for the purpose of installing, connecting, repairing, or otherwise modifying underground gas, electric power, water, sewer, storm water, telephone or cable lines, or other utility without first obtaining a permit from the Director. Any person, including [public] utilities with a valid [public] utility permit, shall be required to provide the Department with forty-eight (48) hours' notice prior to cutting the pavement. Said notice shall include the location, type, timing, and extent of the cut.

(2) Except in an emergency, no utility or person shall be allowed to cut into any road pavement for a period of three (3) years from the date of acceptance of the road construction in the case of new road construction, or completion of pavement resurfacing in the case of maintenance or improvement to an existing road. The placement of all new utilities shall be accomplished, to the maximum practicable extent as determined by the Director, by tunneling, jacking, boring, or other means which will avoid disturbing the

1 pavement. This subparagraph shall not be effective until two (2) years after a utility location  
2 protocol is approved as part of the Design and Construction Standards.

3 (3) Any [public] utility which cuts, and then subsequently repairs a pavement  
4 with either a temporary or permanent patch, shall mark the patch or adjacent pavement  
5 surface to identify the utility responsible for the pavement cut. Temporary patches may be  
6 designated using paint or other approved markers. Permanent pavement patches shall be  
7 designated using an approved marker manufactured and installed in accordance with the  
8 Design and Construction Standards. After written notification of noncompliance, utilities not  
9 in compliance with this standard may be fined Five Hundred Dollars (\$500.00) per violation  
10 of Subsection 23-129(j)(3) of this Code.

11 (4) The permittee or its contractor shall have in his or her possession on site, and  
12 make available to an inspector, on request, a copy of the subject permit and detailed plans  
13 showing the location of all existing utilities within the area of the cut.

14 \* \* \* \* \*

15 (9) Restoration and Repairs.

16 (A) Where a pavement cut has been made, the permittee shall be responsible  
17 for the following in accordance with the Design and Construction Standards:

- 18 (i) Restore road base and surface to comply with County standards and  
19 specifications;
- 20 (ii) Repair pavement failure;
- 21 (iii) Repair settlements; and
- 22 (iv) Construct permanent patches in the cut area.

23 (B) The permittee shall also be responsible for all future repairs to the cut  
24 area which are the result of consolidation, subsidence, or inadequate compaction of the  
25 subgrade, or any other type of failure of the patch.

26 (C) It shall be the sole responsibility of the permittee to protect property  
27 adjacent to, and within the area of, the cut, including sidewalks, driveways, shrubbery, trees,  
28 buildings, lawns, or other objects during construction and maintenance. In the event that a  
29 [public] utility(ies) cuts the pavement in so many places or in such a way that the road  
30 surface or subgrade deteriorates over time resulting in numerous pavement failures or a poor

riding surface such that the road must be resurfaced or reconstructed as a direct result of the utility cuts and pavement repairs, the Director may instruct the utility company(ies) to resurface or reconstruct the roadway as the Director may determine. Failure to repair the roadway in a timely fashion shall result in the suspension of any existing permits.

(D) For any pavement cut, the following pavement rehabilitation considerations apply as determined by the Director or his designee:

(i) When the pavement cut is within a roadway intersection (i.e. up to the outside fillet points that define the roadway intersection), the mill and overlay requirements, as a minimum, apply to the full surface area of said intersection; and

(ii) When the pavement cut is within a cul-de-sac bulb, (i.e. up to the outside fillet points where the cul-de-sac bulb meets the regular section roadway), the mill and overlay requirements, as a minimum, apply to the full surface area of said cul-de-sac bulb.

\* \* \* \* \*

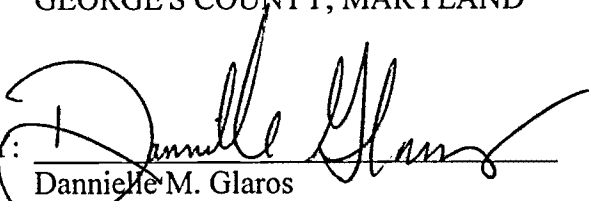
SECTION 3. BE IT FURTHER ENACTED that the provisions of this Act are hereby declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

SECTION 4. BE IT FURTHER ENACTED that this Act shall take effect on July 1, 2019.

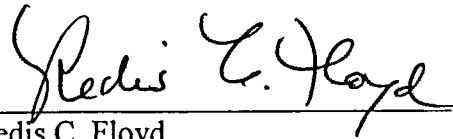
Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chairman

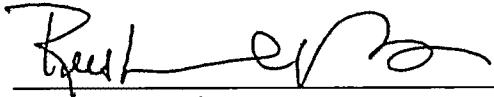
ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 11/14/2018

BY:

  
Rushern L. Baker, III  
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 7/1/2019  
**Reference No.:** CB-017-2018 **Chapter Number:** 65  
**Draft No.:** 3 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.

**Proposer(s):** Lehman  
**Sponsor(s):** Lehman, Toles, Glaros, Turner, Taveras and Franklin  
**Item Title:** AN ACT CONCERNING UTILITIES - CONSTRUCTION WITHIN THE ROADWAY for the purpose of defining certain terms; requiring valid road construction permits; providing requirements for road construction permits; regarding the submittal and approval of plans; providing the regulation of utility permits; providing for inspection and notice; providing for general construction requirements for roads; and generally relating to highway and street construction.

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**Drafter:** Kathleen H. Canning, Legislative Officer  
**Resource Personnel:** Bridget E. Warren, Chief of Staff

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
05/15/2018	County Council	presented and referred	THE
	<b>Action Text:</b> This Council Bill was presented by Council Member Lehman and referred to the Transportation, Housing and the Environment Committee		
07/12/2018	THE	Held in Committee	
	<b>Action Text:</b> This Council Bill was Held in Committee		
09/13/2018	THE	Favorably recommended with amendments	County Council
	<b>Action Text:</b> A motion was made by Council Member Lehman, seconded by Council Member Franklin, that this Council Bill be Favorably recommended with amendments to the County Council. The motion carried by the following vote: Aye: 4 Turner, Lehman, Franklin and Taveras Absent: 1 Toles		
09/25/2018	County Council	amended (1)	

**Action Text:**

A motion was made by Council Member Lehman, seconded by Council Member Davis, that this Council Bill be amended (1). The motion carried by the following vote:

Aye: 8 Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner

Absent: 1 Harrison

09/25/2018 County Council introduced

**Action Text:**

This Council Bill was introduced by Council Members Lehman, Toles, Glaros, Turner, Taveras and Franklin

10/23/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Council Member Lehman, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

23-108 23-107

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill concerns utilities for construction within the roadway. This bill provides for the regulation of utility permits including submittal and approval of plans, the inspection of plans and notice.

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**Document(s):** B2018017, CB-17-2018 AIS, CB-17-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-17-2018

**Draft No.:** 2

**Committee:** TRANSPORTATION, HOUSING AND ENVIRONMENT

**Date:** SEPTEMBER 13, 2018

**Action:** FAVORABLE (A)

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### REPORT:

Committee Vote: Favorable with Amendments, 4-0 (In favor: Council Members, Turner, Lehman, Franklin and Taveras).

The Legislative Officer provided an overview of the legislation, indicating that it was held in committee on July 12, 2018; and explained the proposed amendments.

The Bill sponsor indicated that a meeting was held with the utilities since the last committee work session to collaboratively discuss the impact of this legislation. The Bill sponsor for purposes of clarification further explained the intent of the Bill; provide communities meaningful advance notification of utility work in County roadways and to require that repaving and resurfacing of County roadways by utilities are done to standards.

The County Executive supports as amended and the Office of Law provided no additional comments.

The Department of Permitting, Inspections and Enforcement (DPIE) indicated no additional comments; their concerns were addressed in Draft 2.

Utility Representatives from PEPCO, WSSC and Washington Gas provided testimony. Written correspondence was provided by PEPCO and Baltimore Gas and Electric Company. The Utilities expressed concerns with the cost of the third-party inspector as well as the level of the inspection.

The DPIE representative indicated their readiness to train third-party inspectors up to 80 hours at no cost. The third-party inspector is required to oversee soil compaction, restoration of right of way and resurfacing efforts. The inspector would have to do sufficient inspection to create an inspection report.

The WSSC representative indicated that their preference would have been for language pertaining to DPIE third party inspection training be included in the Bill.

Inspections are required for emergency work on County roadways completed after hours. DPIE's representative indicated that emergency work is described in Section 23-129 (j) (8) of the Road code.

The utilities expressed concerns with the Bill language pertaining to the debarment of a contractor if performed work for a utility in the County without a utility permit three or more times within one year. The issue was raised regarding the legality of this section. Legal staff was directed to research and develop revised language to address utilities concerns prior to Introduction.

The proposed amendments are noted below and include all of the amendments to the original Draft 1 of the Bill.

1. On page 1, in line 3, after "of" insert "defining certain terms".

2. On page 1, after line 6, insert:

"BY adding:  
SUBTITLE 23. ROADS AND SIDEWALKS.  
Sections 23-102(b)(15.1) and 23-102(b)(18.1)  
The Prince George's County Code  
(2015 Edition, 2017 Supplement)."

3. On page 1, after line 11, insert:

"BY repealing and reenacting with amendments:  
SUBTITLE 23. ROADS AND SIDEWALKS.  
Sections 23-112, 23-120, 23-123, and 23-129  
The Prince George's County Code  
(2015 Edition, 2017 Supplement)."

"SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 23-102(b)(15.1) and Section 23-102(b)(18.1), of the Prince George's County Code be and the same are hereby added:  
Sec. 23-102. - Definitions.

(a) Except as herein provided, the definitions of words and phrases used in this Subtitle shall be the same as stated in Subtitles 1, 4, 24, 26, and 27 of this Code. If not defined in the said Subtitles or herein, the words or phrases shall have the meanings generally recognized under

Maryland law.

\* \* \* \* \*

(b) The following words and phrases are hereby defined with respect to their use in this Subtitle:

\* \* \* \* \*

(15.1) Utility Designated Inspectors mean utility staff inspectors or third-party inspectors of the utility's choosing. Utility staff eligible for training must be currently working in the inspection field as engineering technicians, or the appropriate equivalent, with construction inspection work experience.

\* \* \* \* \*

(18.1) Road Restoration means the temporary or permanent act of road restoration following road construction.

4. On page 1, in line 12, strike “1.” and substitute “2.”.
5. On page 3, in line 4, strike “2.” and substitute “3.”.
6. On page 3, in line 13, after “permits” insert “for non-emergency work.”.
7. On page 4, in line 13, after “work” insert “for a utility in the County”; on page 4, in line 14, strike “they” and insert “the contractor after written notification of each instance of noncompliance”; on page 4, in line 14, after “debarred” insert: “from performing work for that utility”.
8. On page 4, in line 23, after “road]” insert “For non-emergency work.” and on page 4, in line 30, after “permit]” insert: “For non-emergency work.”.
9. On page 5, in line 8, after “(5)” insert “After written notification of noncompliance.”.
10. On page 5, in line 12, after “Subtitle]” insert:  
“Upon request from a utility, the Department shall provide training and approval to utility designated inspectors and third-party inspectors to inspect permitted work to verify that the compaction and roadway restoration and repaving work has been performed in compliance with the Prince George’s County Code and Specifications.”  
  
On page 5, in line 12, after “Subtitle]” insert: “Beginning July 1, 2019.”; on page 5, in line 12, strike “All” and substitute “all”; on page 5, in line 12, after “contractors” insert: “their contractors doing compaction, right-of-way and roadway restoration and repaving”; on page 5, in line 12, after “Subtitle]”, in line 14, strike “which” and substitute “whom”; on page 5, in line 14, strike “certified and”; on page 5, in line 16, after “that” insert “the”; and on page 5, in line 16, after “permitted” insert: “compaction, right of way and roadway restoration and repaving”.
11. On page 5, in line 22, after “including” strike “public”. On page 6, in line 16, after the first “any”, strike “public or private”. On page 6, in line 19, after “including” strike “public”. On page 6, in line 20, strike “public”. On page 7, in line 1, after “Any” strike “public”. On page 7, in line 6, after “Standards”, strike “Public”. On page 7, in line 26, strike “public”.
12. On page 7, in line 6, after “Standards.”, insert “After written notification of noncompliance.”; and on page 7, in line 7, after “of”, strike “this subsection” and substitute “Subsection 23-129(j)(3) of this Code”.
13. On page 8, in line 13, strike “3.” and substitute “4.”. On page 8, in line 21, strike “4.” and substitute “5.” On page 8, strike beginning with “forty-five” in line 21 down through “law” in line 22, and substitute “on July 1, 2019”.

### Held In Committee

The Legislative Staff provided an overview of CB-17-2018 Draft 2 and the proposed amendments. CB-17-2018 seeks to require a valid road construction permit for any road construction in a public right-of-way, and establishes regulations for the issuance of utility permits by amending the specification for a utility permit application, approval of plans, public notification, and inspection of plan. The proposed bill also set forth penalties for violators of the utility permit regulations.

The sponsor indicated that this legislation enhances what is currently on the books. The legislation requires applicants for utility permits to provide a plan for public notification, for restoration milling, overlay and/or greenspace, maintenance of traffic, and for a utility inspector who is certified and approved by the County. Utility applicants seeking a maintenance permit shall have their utility construction specifications and quality control plan reviewed annually by the Department of Permitting, Inspections and Enforcement (DPIE). Stop work orders may be issued for work that commences without a permit.

The County Executive supports and the Office of Law finds it to be in proper legislative form with no legal impediments to its enactment.

The DPIE recognizes the need for the legislation and supports the need for third party inspectors since they need additional inspectors.

A Council Member raised a concern regarding the cost of third party inspectors.

The Bill sponsor indicated that the standards are Stricker in neighboring communities.

The DPIE representative indicated that in comparison to Montgomery County; Prince George's has poorer quality soil which requires more effort. DPIE does have a comparison study as it relates to the fees; indicating that Montgomery County fees are higher.

The Office of Audits and Investigations determined that CB-17-2018 may have a positive impact on the County related to any fines issued to and paid by violators that may results in a recovery of costs incurred by the County resulting from the strengthening of Road Ordinance regulations. Enactment of CB-17-2018 may enhance the safety and security of County residents by strengthening and clarifying the County's Road Ordinance regulations.

Public testimony was considered and utility representatives spoke (Washington Gas and WSSC) expressing concerns with the requirements being more stringent than other jurisdictions.

Reba J. Cooper (resident of Beltsville) and Garold Stone (resident of Laurel) provided written comments in support of CB-17-2018 Draft 2 speaking upon the poor quality of the road repair and holding contractors accountable.

The Committee Chair requested the utilities provide data on the number of permits, complaints and notice for DPIE prior to the next committee work session because a decision regarding CB-17-2018 will be made at that time.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-54-2018

Chapter No. 67

Proposed and Presented by Council Member Taveras

Introduced by Council Members Taveras, Lehman, Glaros, Turner, Franklin and Davis

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

Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Environmental Crimes Unit

3 For the purpose of establishing an Environmental Crimes Unit; providing the purpose and intent  
4 of the Environmental Crimes Unit; defining certain terms; providing for the organization of the  
5 Environmental Crimes Unit; providing for a certain Memorandum of Understanding; providing  
6 for site assessment and prioritization; providing for operations; providing for education and  
7 outreach; providing for representation; providing for certain reporting; referencing the litter and  
8 illegal dumping laws of the County; and generally regarding litter, illegal dumping and  
9 enforcement.

10 BY adding:

11 SUBTITLE 13. HOUSING AND PROPERTY

12 STANDARDS.

13 Sections 13-272, 13-272.01, 13-273, 13-274, 13-275,

14 13-276, 13-277, 13-278 and 13-279,

15 The Prince George's County Code

16 (2015 Edition; 2017 Supplement).

17 BY repealing and reenacting without amendments:

18 SUBTITLE 13. HOUSING AND PROPERTY

19 STANDARDS.

20 Sections 13-261, 13-262, 13-263, 13-264, 13-265, 13-

21 266, 13-267, 13-268, 13-269, 13-270, and 13-271,

The Prince George's County Code  
(2015 Edition; 2017 Supplement).

BY repealing and reenacting without amendments:

SUBTITLE 23. ROADS AND SIDEWALKS.  
Sections 23-150 and 23-151,  
The Prince George's County Code  
(2015 Edition; 2017 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
Maryland, that Sections 13-272, 13-272.01, 13-273, 13-274, 13-275, 13-276, 13-277, 13-278, and  
13-279 of the Prince George's County Code be and the same are hereby added:

**SUBTITLE 13. HOUSING AND PROPERTY STANDARDS.**

**DIVISION 9. ANTILITTER AND WEED ORDINANCE.**

\* \* \* \* \*  
[Sec. 13-272. through Sec. 13-300. - Reserved.]

**DIVISION 9A. ENVIRONMENTAL CRIMES UNIT**

**Sec. 13-272. Purpose and Intent.**

(a) There is hereby established an Environmental Crimes Unit. The Department of the Environment shall be the coordinating agency for the County, collaborating with the Department of Public Works and Transportation; Department of Permitting, Inspections and Enforcement; and the Prince George's County Police Department. The mission of the Environmental Crimes Unit is to detect, apprehend, prosecute, and deter persons, owners, lessors, associations, corporations, organizations, and entities from engaging in conduct that harms the County's physical environment. Further, the mission is to educate the community at large about environmental violation issues to make the County cleaner and improve the quality of life for the County's residents and stakeholders.

**Sec. 13-272.01. Memorandum of Understanding.**

(a) There is a Memorandum of Understanding, dated September 1, 2018, that was entered into by the County and the Prince George's County Police Department to establish a Prince George's County policy for addressing major incidents of illegal dumping by the Environmental Crimes Team. The Memorandum of Understanding shall be the legal document evidencing the management and operations of the Environmental Crimes Team and the Memorandum of Understanding may be amended from time to time, as deemed necessary. The

Memorandum of Understanding is attached hereto and incorporated herein, in full, and is designated as Attachment A.

**Sec. 13-273. Definition.**

(a) **Environmental crimes** are defined as the following:

- (1) Litter, pursuant to Sections 13-261 through 13-271 of this Code;
- (2) Illegal Dumping, pursuant to Sections 23-150 through 23-151 of this Code; and
- (3) Other violations of the Antilitter and Weed Ordinance, Division 9 of Subtitle 13 of this Code; and the Road Ordinance of Prince George's County, Division 4 of Subtitle 23 of this Code, which create or tend to create a danger to the public health, safety, or welfare of the residents of the County.

(b) **Environmental Crimes** include State and Federal laws on litter and illegal dumping.

**Sec. 13-274. Organization.**

(a) The Environmental Crimes Unit shall be comprised of the Environmental Crimes Team and shall operate in at least three enforcement areas; one area each for the Northern, Central and Southern regions of the County.

(b) The Environmental Crimes Unit shall be authorized and empowered as follows:

- (1) To enforce Environmental Crimes by issuing notices of violations and/or citations to the person or persons allegedly violating Environmental Crimes laws;
- (2) To conduct inspections of alleged Environmental Crimes; and
- (3) To collect data and conduct public outreach and education regarding Environmental Crimes.

(b) The composition of the Environmental Crimes Unit may be altered at the discretion of the County Executive or their designee consistent with the mission of the Environmental Crimes Unit.

(c) The County employees assigned to the Environmental Crimes Unit must have no criminal record and be of good moral character.

(d) The Environmental Crimes Unit is authorized to offer and pay rewards for information that leads to the apprehension and charging of any person for violating Environmental Crimes laws and the collection of a penalty or fine from the person not to exceed 10 percent or up to \$500 of the collected penalty or fine. The appropriate enterprise funds shall be used for abatement and reward monies.

1 **Sec. 13-275. Site Assessment and Prioritization.**

2 (a) To effectively accomplish the Environmental Crimes Unit's mission, it is essential to  
3 identify locations in which the enforcement teams will target. Site audits are critical to  
4 designation of target areas. Site assessments shall be conducted through a variety of means,  
5 including, but not limited to: intelligence data currently in the possession of the County, visual  
6 ground-level assessments conducted by the Environmental Crimes Unit enforcement teams,  
7 aerial assessments conducted by the Environmental Crimes Unit enforcement teams, other inter-  
8 agency groups such as the Nuisance Abatement Board, and resident and other stakeholder  
9 complaints.

10 (b) Once site assessments are completed and data is examined, a finalized list of  
11 geographical target areas will be established. Target areas will be prioritized and enforcement  
12 efforts will commence.

13 (c) Gathered intelligence information shall be stored in a computerized data base to  
14 facilitate the work of the Environmental Crimes Unit.

15 (d) The Department of Public Works and Transportation shall give priority to cleaning up  
16 those sites in the public right of way referred to them by the Environmental Crimes Unit and the  
17 Department of Permitting, Inspections and Enforcement shall give priority to causing the  
18 cleaning up of private property sites referred to them by the Environmental Crimes Unit.

19 (e) The site assessment and prioritization facilitated by the Environmental Crimes Unit  
20 may be altered at the discretion of the County Executive or their designee, consistent with the  
21 mission of the Environmental Crimes Unit.

22 **Sec. 13-276. Operations.**

23 A major component of the Environmental Crimes Unit is to visibly enforce  
24 environmental laws. Similarly, a major component of the Environmental Crimes Unit is to  
25 covertly enforce environmental laws. Both the overt and covert operations of the  
26 Environmental Crimes Unit shall be conducted pursuant to the Memorandum of  
27 Understanding, as amended from time to time.

28 **Sec. 13-277. Outreach and Education.**

29 (a) Outreach and Education. An integral part of combating environmental violations is  
30 through outreach and education. External outreach includes, but is not limited to: creation and  
31 dissemination of informational pamphlets; establishment of an environmental enforcement

hotline within the current 3-1-1 call system; dissemination of violator identity; and community presentations. Internal outreach includes, but is not limited to: creation of an enforcement quick reference guide and development of an internal training component.

**Sec. 13-278. Representation.**

(a) The County Attorney shall represent the County in the enforcement of Federal, State and County laws pertaining to litter and illegal dumping.

(b) The State's Attorney shall represent the County in the prosecution of cases involving Federal, State and County laws pertaining to litter and illegal dumping.

**Sec. 13-279. Reporting.**

(a) The Department of the Environment shall annually report data and provide analysis of environmental crimes and report data from the operations of the Environmental Crime Unit, with the exception of illegal dumping complaints that are deemed by the County Attorney to be confidential and/or pre-decisional. The Annual Report shall be transmitted, in accordance with State law, as part of the Ten-Year Solid Waste Management Plan.

(b) Site assessment is an on-going process and site assessments will be conducted and priority target areas will be updated periodically with a report at least once annually to the County Council and County Executive of the violations, citations and arrests for Environmental Crimes; response times to complaints involving illegal dumping; number and location of priority sites patrolled by each Environmental Crimes Unit team, and list of number and location of known illegal dump sites in the County.

SECTION 2. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Sections 13-261, 13-262, 13-263, 13-264, 13-265, 13-266, 13-267, 13-268, 13-269, 13-270, and 13-271, of the Prince George's County Code be and the same are hereby repealed and reenacted without amendments:

**SUBTITLE 13. HOUSING AND PROPERTY STANDARDS.**

**DIVISION 9. ANTILITTER AND WEED ORDINANCE.**

**Sec. 13-261. Definitions.**

(a) Director shall mean the Director of the Department of Permitting, Inspections, and Enforcement or his authorized designee.

1 (b) Garbage shall mean any animal and vegetable wastes resulting from the handling,  
2 preparation, cooking, and consumption of food.

3 (c) Improved Property shall mean real property on which has been erected dwellings,  
4 building, or other structures, whether inhabited or vacant, and all grounds appurtenant thereto.

5 (d) Litter, as used herein, shall mean garbage, rubbish, and refuse as defined herein,  
6 and all other waste material which:

7 (1) Creates or tends to create a danger to the public health, safety, welfare, or  
8 property to the extent and in the manner that a lot, tract, or parcel of land is, or may reasonably  
9 become, infested or inhabited by rodents, vermin, or wild animals; or

10 (2) May reasonably cause disease; or

11 (3) Adversely affects and impairs the economic welfare or status of adjacent  
12 property or the neighborhood; or

13 (4) May reasonably constitute a present or potential fire hazard; or

14 (5) Where the accumulation thereof is in violation of any of the provisions of  
15 Subtitle 21 of this Code.

16 (e) Person shall mean any person, corporation, association, partnership, firm,  
17 syndicate, joint venture, or organization of any kind holding title to any land or lot in the  
18 County; lessees, tenants, and principal occupants of any land or lot in the County or agent of  
19 persons holding titles of such lands or lots, having care, custody, control, or management of the  
20 land or lot; and fiduciaries holding title to or having the care, custody, control, or management  
21 of land or lots in the County for others.

22 (f) Rubbish and refuse shall mean all solid waste consisting of both combustible waste  
23 (including, but not limited to, paper, cardboard, wood, cloth, bedding material, yard and lawn  
24 clippings not located in an established compost pile, and dead trees and limbs, to include any  
25 hazardous or uprooted trees) and noncombustible waste (including, but not limited to, metals,  
26 glass, crockery, tin cans, junked household appliances, abandoned motor vehicles, and any  
27 building and construction wastes). For the purposes of this ordinance, abandoned vehicle shall  
28 mean any motor vehicle or trailer that is inoperable and left unattended on private or public  
29 property for more than forty-eight (48) hours, or does not display current license plates for that  
30 vehicle, is wrecked or dismantled.

(g) Subdivision means a lot, tract, or parcel of land which has been subdivided into two or more lots, plots, sites, tracts, parcels, or other divisions for the purpose, whether immediate or future, of rental, sale, or building development, and shall include resubdivision, but shall not include a bona fide division or partition of land of exclusively agricultural land not for development purposes, except as herein provided. For the purposes of this ordinance, a subdivided lot shall be a plot, site, tract, or parcel containing an area of not more than one (1) acre; provided, however, that when a parcel of land, whether subdivided or not, is contiguous to a developed lot, plot, site, or tract of one (1) acre or less, then, and in such event, the provisions hereof shall apply for a distance of fifty (50) feet equidistant from the common boundary line.

(h) Tree shall mean a plant with a woody stem capable of achieving a height of at least twenty (20) feet at maturity.

(i) Underbrush shall mean shrubs, bushes, and small trees growing beneath larger trees in a woodland or forest.

(j) Unimproved Property shall mean real property which is not presently improved although it may have been improved at one time.

(k) Weeds shall mean grass, weeds, brush, and any noxious growth excluding trees, ornamental shrubbery, plants, flowers, garden vegetables properly tended, cultivated crops, vegetation growing in wetlands, or woodland including associated underbrush, not otherwise in violation.

(l) Woodland shall mean a perpetual biological community dominated by trees and other woody plants covering a land area of 10,000 square feet or greater. This includes areas that have at least 100 trees per acre with at least 50 trees that are 2-inches or greater dbh (diameter at breast height — means the diameter of a tree measured at a height of 4.5 feet from the ground). This also includes areas that have been timber harvested where the stumps remain in place for future regeneration. The terms "woodland," "forest," and "forest cover" are synonymous and do not include orchards or other areas without multiple layers of woody and herbaceous vegetation.

#### **Sec. 13-262. Applicability of ordinance.**

Except as hereinafter specified, the provisions herein shall apply to any unimproved real property and to any improved real property. This ordinance is not applicable to property

1 located within incorporated municipalities, except where a municipality adopts the provisions  
2 hereof, with provisions for County enforcement and acceptable contractual provisions for  
3 reimbursement to the County of its uncollectible costs and expenses in enforcement activities  
4 within such municipality.

5 **Sec. 13-263. Declaration of legislative interest.**

6 (a) The County Council finds and determines that the continuous growth and  
7 development of the unincorporated areas of this County require the reasonable and effective  
8 control and regulation of the excessive accumulation of litter as herein defined. Further, such  
9 accumulation on improved and unimproved property readily threatens or endangers the public  
10 health, safety, or welfare by reason of the fact that such property is, or may reasonably  
11 become, infested or inhabited by rodents, vermin, or wild animals; or may reasonably cause  
12 disease; or adversely affects and impairs the economic welfare or status of adjacent property or  
13 the neighborhood; or may reasonably constitute a present or potential fire hazard; and singly,  
14 or in any combination thereof, is hereby prohibited and declared to be a public nuisance  
15 subject to the penalties and procedures hereinafter prescribed.

16 (b) The County Council further finds and determines, as a matter of common  
17 knowledge, that a high growth of weeds in the populous areas has a strong tendency to produce  
18 sickness and to impair the health of the inhabitants, and may readily be a public nuisance in  
19 such localities, notwithstanding the fact that they may be comparatively innocuous in the  
20 County areas when far away from human habitation. Further, the Council recognizes that  
21 weeds, as such, when matured so as to bear wingy or downy seeds, may readily become a fire  
22 menace when dry; and that they may furnish a breeding place for mosquitoes and adversely  
23 affect and impair the economic welfare of adjacent property and the neighborhood in which  
24 located; and are hereby declared to be a public nuisance subject to the penalties and procedures  
25 hereinafter prescribed.

26 **Sec. 13-264. Weed height.**

27 It shall be the duty of every person as owner, occupant, lessee, or agent in charge of land  
28 lying in any subdivision within the unincorporated areas of the County, except as otherwise  
29 provided in Section 13-262, to keep all weeds, as defined, cut to a height of not over twelve  
30 (12) inches on lots of one (1) acre or less; provided, however, that when a parcel of land,  
31 whether subdivided or not, is contiguous to a developed lot, plot, site, or tract of one (1) acre or

1 less then, and in such event, the provisions hereof shall apply for a distance of fifty (50) feet  
2 equidistant from the common boundary line.

3 **Sec. 13-265. Accumulation or deposit of litter prohibited.**

4 (a) It shall be the duty of every person as owner, occupant, lessee, or agent in charge of  
5 land lying within the unincorporated areas of the County, except as otherwise provided in  
6 Section 13-262, to prevent litter, garbage, rubbish, and refuse from accumulating, either  
7 temporarily or permanently, on such land. The owner of improved property which is used for  
8 commercial or industrial purposes shall remove all garbage and rubbish from both the paved  
9 and unpaved public areas and empty the receptacle into an approved container in accordance  
10 with Section 13-234. This Section shall not apply to those activities otherwise allowable under  
11 Subtitle 21 of this Code, and shall not apply to those persons who store litter in private  
12 receptacles for collection, or under controlled conditions for industrial processing, such as  
13 recycling.

14 (b) It is a violation of this Division for any person to deposit or place litter on any land  
15 lying within the County, including any public lands or rights of way. A person violating this  
16 subsection shall be subject to the penalties prescribed in Section 13-271.

17 **Sec. 13-266. Notice to remove.**

18 The Director, whenever he finds and determines that the requirements set forth in Sections  
19 13-264 or 13-265, or both, of this Subtitle have been violated, shall notify, in writing, the  
20 owner or the person responsible for the maintenance of the property to remove or properly  
21 dispose of the litter or weeds, or both, from the subject property. Such notice shall be by  
22 United States Postal Service certified mail and addressed to said owner or other responsible  
23 person at the last known address or the address shown on the real property tax records in the  
24 Treasurer's Office for Prince George's County. Such notice, when so addressed and deposited  
25 with the Postal Service with proper postage prepaid, shall be deemed complete and sufficient.  
26 In the event that such notice is returned by the postal authorities, the Director shall cause a  
27 copy of the notice to be personally served by an authorized representative upon the owners or  
28 occupants of the property or upon any agent of the owner thereof. In the event that personal  
29 service cannot be accomplished, as aforesaid, after reasonable efforts, then notice shall be  
30 accomplished by physical posting on the said property.

31 **Sec. 13-267. Action upon noncompliance.**

1 It shall be the responsibility of any owner or responsible person duly notified to properly  
 2 dispose of litter or weeds, or both, within ten (10) calendar days after certified mailing of  
 3 written notice provided for in Section 13-266, above, or within ten (10) calendar days after  
 4 receipt of written notice when personal service is effected, or within ten (10) calendar days  
 5 after physical posting of the property, and so notify the Director. If the violation is not  
 6 corrected within such time period, the Director shall issue a civil monetary fine in accordance  
 7 with Section 13-271. The Director is also hereby authorized and empowered to defray the costs  
 8 of disposing of such litter or weeds, or both, by contract, or to order its disposal by County  
 9 personnel. The property owner shall be notified of the charges for disposal, in the manner  
 10 prescribed by Section 13-266, and shall have thirty (30) days to pay.

11 **Sec. 13-268. Charges included in tax bill.**

12 When the County has effected the removal of such litter or weeds, or both, or has paid for  
 13 its removal, the actual cost thereof, if not paid by the owner within thirty (30) days, shall be  
 14 charged to the owner of such property by a supplemental tax bill issued upon recordation of the  
 15 statement required by Section 13-269.

16 **Sec. 13-269. Recorded statement constitutes lien.**

17 Where the full amount due the County is not paid by such owner within thirty (30) days  
 18 after notice of the charges for the disposal of such litter or weeds, the Director shall cause to be  
 19 recorded with the Director of Finance for Prince George's County a sworn statement showing  
 20 the cost and expense incurred for the work, the date the work was done, and the location of the  
 21 property on which said work was done. Recordation of such statement shall constitute a lien on  
 22 such property, and shall be collected in the same manner as other County real estate taxes.

23 **Sec. 13-270. Appeals.**

24 Within ten (10) calendar days from the certified mailing of the notice, or within ten (10)  
 25 calendar days after personal service of the notice, or within ten (10) calendar days after the  
 26 posting of the property, whichever is applicable, the owner or responsible person may file an  
 27 appeal with the Board of Administrative Appeals stating in detail the reasons as to why the  
 28 action proposed by the Director should not be taken. Upon receipt of such appeal, the Board of  
 29 Administrative Appeals shall put the cause on its agenda at their earliest convenience, notify  
 30 the appellant thereof, and hear the merits of the appeal. The evidence at the hearing shall be  
 31 limited to challenges of the Director's determination that a violation exists and/or granting an

extension of time. The Board's decision shall be given in writing within thirty (30) calendar days after the hearing is concluded. Failure to render the decision within the time period allowed shall affirm the decision of the Director. Any party aggrieved by the decision of the Board of Administrative Appeals with respect to this Division may appeal such decision to the Circuit Court of Prince George's County, Maryland, pursuant to the rules governing appeals from administrative agencies. All appeals shall be on the record.

**Sec. 13-271. Civil monetary fine; injunctive relief.**

(a) In addition to the provisions of Sections 13-267 through 13-270 of this Code, a person found in violation of this Division shall be liable to a civil fine in accordance with Division 3 of Subtitle 28 of this Code.

(b) The person issued the civil citation for violating this Division shall be subject to a monetary fine of One Thousand Dollars (\$1,000) for each violation. Each day the violation continues is deemed a separate offense and is subject to an additional citation and fine.

(c) In addition, the County Attorney shall be authorized to pursue compliance of this Division by way of injunctive relief in a court of competent jurisdiction.

(d) The Police Department shall be authorized to issue a criminal citation or warning in lieu of the issuance of a civil citation pursuant to Subtitle 28, Division 3.

\* \* \* \* \*

SECTION 3. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Sections 23-150 and 23-151 of the Prince George's County Code be and the same are hereby repealed and reenacted without amendments:

**SUBTITLE 23. ROADS AND SIDEWALKS.**

**DIVISION 4. REQUIRED REMOVAL OF SNOW, ICE, WEEDS, LITTER, AND DEBRIS FROM SIDEWALKS AND DEBRIS FROM ROADWAYS.**

**Sec. 23-150. Duty to remove snow, ice, weeds, litter, and debris.**

(a) For the purposes of this Section only, "commercial property" shall mean any property that is used to conduct a trade or business that provides goods or services to the public. It shall also include properties that are zoned industrial, commercial, or residential under the provisions of Subtitle 27 of this Code that are used to provide goods or services to the public.

(b) It shall be the duty of the owner or lessor, as the case may be, of a residential dwelling unit or commercial property, unless such duty has been delegated to a lessee in actual

possession, to remove snow and ice from any sidewalk abutting the subject property within forty-eight (48) hours after snow has fallen or ice has formed as a result of inclement weather or runoff from abutting surfaces.

(c) It shall be the duty of the owner or lessor, as the case may be, of a residential dwelling unit or commercial property, unless such duty has been delegated to a lessee in actual possession, to remove litter and debris from the property line of that building, lot, or land to the edge of the concrete curb and gutter adjoining the roadway in the case of an urban (closed) section roadway, and from the private property line to the edge of the paved roadway surface in the case of a rural (open) section roadway.

(d) It shall be the duty of the owner or lessor, as the case may be, of a residential dwelling unit or commercial property, unless such duty has been delegated to a lessee in actual possession, to keep all weeds, as in defined Section 23-102 of this Subtitle, located in the public space set forth in Subsection (c) of this Section, cut to a height of not over six (6) inches.

(e) The Police Department or other appropriate County enforcement agency shall be responsible for enforcing the provisions of this Section.

(f) Any person primarily responsible for the removal of snow, ice, weeds, or debris who breaches said duty shall be subject to a civil fine not to exceed One Hundred Dollars (\$100.00) for each separate offense. Any person primarily responsible for the removal of litter who breaches said duty shall be subject to a civil fine of One Thousand Dollars (\$1,000.00) for each separate offense.

(g) This Section shall not apply to materials left within the public right-of-way as a result of a lawfully executed eviction action, from a single family rental facility as defined in Section 13-138 of the Code or for bulky trash left in the right-of-way as a result of illegal dumping by others.

**Sec. 23-151. Duty to prevent deposit of sediment or other materials in road right-of-way.**

(a) It shall be the duty of the owner or lessor of any real property, improved or unimproved, unless such duty has been delegated to a lessee in actual possession, as the case may be, to prevent the deposit of dirt, sediment, debris, gravel, oil, litter, or any other matter, including portable storage containers in a road right-of-way, or in any drain or ditch designed to carry surface water from a road right-of-way, whether improved or not. For the purpose of

1 this Section, the deposit of oil shall include the drainage or leakage of oil, transmission fluid,  
 2 antifreeze, and similar substances from a vehicle or machine in addition to the discharge or  
 3 dumping of such substances by any other means. The prevention of the deposit of silt in the  
 4 road right-of-way shall not apply where a temporary approved sediment trapping device has  
 5 been constructed in the right-of-way as part of an ongoing development construction project. It  
 6 shall also be the responsibility of said person to prevent the formation of algae on sidewalks  
 7 located within the right-of-way.

8 (b) Any person primarily responsible for the said duty will be required to correct any  
 9 cited condition within the date of written notice by the Department or immediately if the  
 10 condition cited is determined hazardous. Noncompliance on the part of the responsible person  
 11 within the required time will result in correction or removal of the cited condition by the  
 12 County, and all costs therefor shall be billed to the responsible person. Failure to pay any cost  
 13 incurred by the County within thirty (30) days of the billing date shall result in a tax lien being  
 14 placed against the affected property in accordance with the provisions of this Subtitle.

15 (c) Any person primarily responsible for the deposition of dirt, sediment, debris,  
 16 gravel, oil, litter, or other foreign matter, including portable storage containers into a public  
 17 right-of-way shall be subject to a civil fine not to exceed One Thousand Dollars (\$1,000.00)  
 18 for each separate offense. The procedures of Subdivision 1, Division 3, Subtitle 28 of this  
 19 Code shall apply. In addition, any person responsible for a violation of this Section may also  
 20 be subject to the following criminal penalties:

21 (1) A person who dumps litter in violation of this Section in an amount not  
 22 exceeding 100 pounds in weight or 27 cubic feet in volume and not for commercial purposes is  
 23 guilty of a misdemeanor and is subject to a fine of not more than One Thousand Dollars  
 24 (\$1,000) or by imprisonment for not more than thirty (30) days, or both;

25 (2) A person who dumps litter in violation of this Section in an amount  
 26 exceeding 100 pounds in weight or 27 cubic feet in volume, but not exceeding 500 pounds in  
 27 weight or 216 cubic feet in volume, and not for commercial purposes is guilty of a  
 28 misdemeanor and subject to a fine of not more than Ten Thousand Dollars (\$10,000) or  
 29 imprisonment for not more than one (1) year, or both;

30 (3) A person who dumps litter in violation of this Section in an amount  
 31 exceeding 500 pounds in weight or 216 cubic feet in volume or in any quantity for commercial

1 purposes is guilty of a misdemeanor and subject to a fine of not more than Twenty-five  
 2 Thousand Dollars (\$25,000) or imprisonment for not more than five (5) years, or both.

3 (d) In addition to the sentences provided by this Section, a court may order the violator  
 4 to:

5 (1) Remove or render harmless the litter dumped in violation of this Section;

6 (2) Repair or restore property damaged by, or pay damages for, any damage  
 7 arising out of dumping the litter in violation of this Section;

8 (3) Perform public service relating to the removal of litter dumped in violation  
 9 of this Section or to the restoration of an area polluted by litter dumped in violation of this  
 10 Section; or

11 (4) Reimburse the State, County, municipal corporation, or bicounty agency for  
 12 any costs incurred by the State, County, municipal corporation, or bicounty agency in the  
 13 removal of litter dumped in violation of this Section.

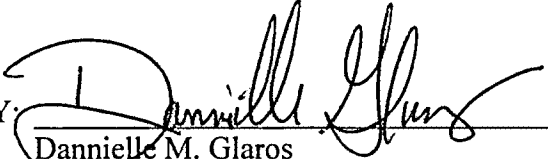
14 (e) The placement of personal property in the right-of-way as the result of an eviction  
 15 from a single family rental facility as defined Section 13-138 of the Code, shall not be subject  
 16 to the prohibitions of this Section.

17 SECTION 4. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
 18 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
 19 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
 20 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
 21 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
 22 Act, since the same would have been enacted without the incorporation in this Act of any such  
 23 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
 24 or section.

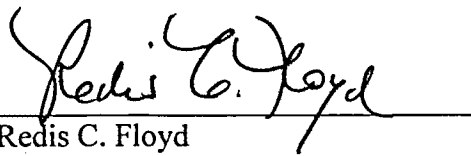
25 SECTION 5. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
 26 calendar days after it becomes law.

Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

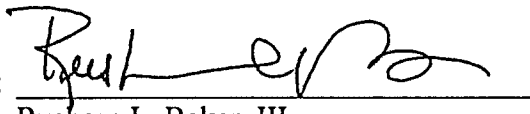
BY:   
Dannielle M. Glaros  
Chair

ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 11/14/2018

BY:   
Rushern L. Baker, III  
County Executive

**POLICY**

<b>SUBJECT:</b>	Environmental Crimes Team Protocol
<b>PURPOSE:</b>	Establish a Prince George's County policy for addressing major incidents of illegal dumping by the Environmental Crimes Team (ECT).
<b>DEFINITION:</b>	The Environmental Protection Agency (EPA) defines Illegal dumping as the disposal of waste on public or private land or into water without a license, permit or approval from the relevant authority, i.e. Prince George's County government.
<b>SCOPE:</b>	This procedure outlines the process in which the Environmental Crimes Team will handle receipt, removal, investigation and prosecution of major incidents of illegal dumping complaints in Prince George's County.
<b>AUTHORITY:</b>	Prince George's County Code, Sections 13-265, 13-271, and 23-151.
<b>AGENCIES:</b>	CountyClick 311 Department of the Environment (DoE) Department of Permitting, Inspections and Enforcement (DPIE) Department of Public Works and Transportation (DPW&T) Police Department (PD)

**1. BACKGROUND**

Illegal dumping is a serious and widespread problem in Prince George's County. The Environmental Crimes Teams (ECT) will address and solve these issues with a coordinated multi-agency approach through clear authorities and responsibilities.

**2. POLICY**

It is the policy of Prince George's County Government for the Environmental Crimes Team to address complaints, investigate, remove and prosecute offenders of major incidents of illegal dumping on private property and in the public right-of-way.

### **3. DESIGNATED RESPONSIBILITIES**

#### **A. Environmental Crimes Team**

Each agency will be responsible for selecting a designee (s) to participate on the Environment Crimes Team

#### **B. Constituent Services**

Receives complaints of illegal dumping through the CountyClick 311 system, and forwards complaint to DoE for review and appropriate course of action.

#### **C. Department of the Environment (DoE)**

As the lead agency, DoE is responsible for identifying major incidents of illegal dumping through review of CountyClick 311 complaints. Upon identification these cases will be forwarded for review and further investigation by the Environmental Crimes Team. DoE is also responsible for implementing a community based social marketing program to change citizen behavior; distributing wildlife cameras for illegal dumping deterrence; coordinating and assisting in community cleanups and establishing Litter Free Zones; installing trash traps in streams, and tracking the reduction of litter per the Anacostia Total Maximum Daily Load and MS4 Permit.

#### **D. Department of Permitting, Inspection and Enforcement (DPIE)-**

DPIE's will post the property with a 24-hour compliance notice. If not cleaned within 24 hours, DPIE will provide a B-Number to DPWT to have the dumping removed. DPIE will invoice the property owner and have a lien placed on the property. Occupied properties will require a court order to clean.

#### **E. Department of Public Works and Transportation (DPWT)**

The Department of Public Works and Transportation is responsible for removing litter and illegal from the public Rights - of - Way. Litter removal is scheduled on two weeks cycles from primary and collector roadways. Per the Abutter's Ordinance, residents and businesses are responsible for maintain the public space that abuts their property. In addition, illegal dumping in front of a privately-owned home or business that is occupied is the responsibility of the owner and/or occupant.

#### **F. The Police Department (PD)**

The Point of contact for the PD will the Operation Commander, Bureau of Investigations. The Operations Commander will assess incidents and assign the appropriate Regional Investigation Division (RID) component. The RID Detective will support the Environmental Crime Team (ECT) in cases that merit prosecution.

The RID Detective will support ECT in presenting cases to the State's Attorney's Office for prosecution.

#### **4. PROCEDURE**

##### **A. Routine Complaints**

Each agency should continue to forward all routine complaints of illegal littering and dumping to DoE. For these cases DoE will continue to follow standard policies and procedures.

##### **B. Illegal Dumping Complaint Review**

DoE shall obtain illegal dumping complaints from CountyClick 311 and/or other County entities to identify major incidents of illegal dumping. DoE will convene monthly meetings of the Environmental Crimes Team (ECT) to determine and implement a plan of action regarding removal, investigation and prosecution of said cases.

##### **C. DPIE Enforcement**

DPIE shall notify the property owner to have the dumping removed and to take other actions as appropriate.

##### **D. Illegal Dumping in the Public Right-of-Way**

A complaint of illegal dumping in the county right-of-way or on county property shall be referred to the DPW&T for removal and to the PD for potential prosecution. DPW&T shall cause to have the illegal dumping removed.

##### **E. Criminal Investigation and Prosecution**

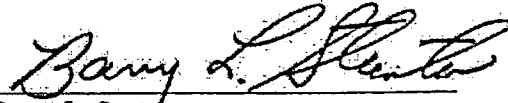
The PD shall determine if complaints of illegal dumping in the public-right-of-way, on public property or on private lots have investigative merit.

##### **F. Confidentiality**

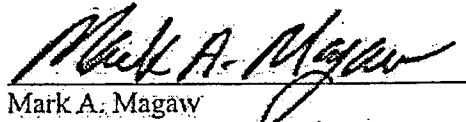
Meetings of DoE, the Police Department, DPIE and DPWT to discuss illegal dumping complaints and confidential and pre-decisional

5. EFFECTIVE DATE

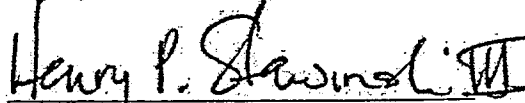
This Procedure is effective on the date of issuance and signature.



Barry L. Stanton  
Deputy Chief Administrative Officer



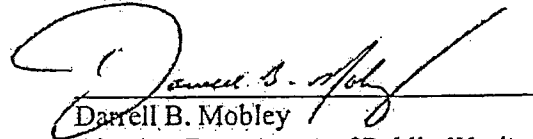
Mark A. Magaw  
Deputy Chief Administrative Officer



Henry P. Stawinski  
Chief of Police



Adam Ortiz  
Director, Department of the Environment



Darrell B. Mobley  
Director, Department of Public Works  
and Transportation



Haitham A. Hijazi  
Director, Department Permitting,  
Inspections and Enforcement

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-54-2018

**Draft No.:** 2

**Committee:** TRANSPORTATION, HOUSING AND ENVIRONMENT COMMITTEE

**Date:** July 20, 2018

**Action:** FAV(A)

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Committee Vote: Favorable with Amendments, 3-0 (In favor: Turner, Lehman, Franklin)

The Legislative Officer provided an overview of the intent of the legislation and proposed amendments in CB-54-2018 Draft 2A.

Council Member Taveras, the Bill sponsor, was unable to participate in the committee work session due The Police Department representative indicated support of CB-54-2018 Draft 2A with the proposed amendment regarding Operations. As written, it would impact their current operational relations.

The DOE representative suggested language on page 4, lines 19-20 to verify which enterprise fund to be used for abatement and reward monies. It was initially suggested that the language would be modified to the Solid Waste Fund. However, a distinction was made that the rewards would come out of the Crime Solvers Enterprise Fund. It was then suggested the language should read, "appropriate fund." A question was raised if there was a need for legislation to utilize an enterprise fund.

Under Sec. 13-279. Reporting; on page 6 line 15 (a) the word "annually" was inserted after the word "shall." Clarification was made regarding reporting of data and providing analysis of environmental crimes and reporting data from the operations of the Environmental Crime Unit may be culminated in existing reporting methods provided by DOE.

Council Member Lehman raised the question as to how would things proceed with the MOU? The DOE representative indicated that the Department has five (5) high definition cameras to be placed in identified hot spots. In addition to the high definition; the cameras capture motion. The cameras will be reviewed twice a month for any new dumping. The cameras will be relocated periodically to different hot spots as necessary.

The Police Department representative indicated that there are three (3) geographical sections: North, Central and South. The existing officers assigned to these sections will be responsible for environmental crime activity.

This will allow for the continuity among the officers while allowing for environmental crime experience.

A question was raised regarding the State's Attorney Office as it relates to prosecuting environmental crimes cases and it was said that according to a Washington Post article, 200 cases have been prosecuted in the last two (2) years.

A question was raised regarding environmental crimes on state right a-ways and it was indicated that there is a need to reach out to state partners because consideration had not been given to state roads at this time. The Committee Chair indicated that while the definition for environmental crimes in the legislation includes litter and illegal dumping; there is currently civil citation for those offenses. All litter violations do not rise to the level of a criminal citation. It may be left up to the discretion of the investigating agency.

The Office of Audits and Investigations determined that CB-54-2018 Draft 2 may have a fiscal impact on the County, however an amount cannot be determined at this time. The impact will be contingent upon the processes and procedures established, which could result in the requirement to hire new staff, or to increase Agency resources.

CB-54-2018 Draft 2 include all of the amendments to the original Draft 1 of the bill as described below.

On page 1, in line 5, after "Unit;" insert "providing for a certain Memorandum of Understanding;" and on page 1, in line 7, after "representation" insert "providing for certain reporting;". On page 1, in line 13, after "13-272" insert "13-272.01"; and on page 1, in line 14, after "and" insert "13-279".

On page 2, beginning with "to" in line 18 down through "counterparts" in line 21. On page 2, in lines 21 and 22, strike "The Prince George's County Police Department" and substitute "Department of the Environment"; on page 2, in line 22, strike "lead" and substitute "coordinating"; and on page 2, in line 24, strike "Department of the Environment" and substitute "Prince George's County Police Department".

On page 2, after line 29, insert:

"Sec.13-272.01. Memorandum of Understanding.

- (a) There is a Memorandum of Understanding, dated September 1, 2018, that was entered into by the County and the Prince George's County Police Department to establish a Prince George's County policy for addressing major incidents of illegal dumping by the Environmental Crimes Team. The Memorandum of Understanding shall be the legal document evidencing the management and operations of the Environmental Crimes Team and the Memorandum of Understanding may be amended from time to time, as deemed necessary. The Memorandum of Understanding is attached hereto and incorporated herein, in full, and is designated as Attachment A."

On page 3, in line 15, after "State" insert "and Federal".

On page 3, in line 17, strike "is comprised of" and substitute "shall be comprised of the Environmental Crimes Team and shall operate in at least"; on page 3, in lines 18-19, strike "eight individuals who are grouped into four" and substitute "three"; on page 3, in line 19, after "enforcement", strike "teams" and insert "areas"; on page 3, in line 19, after "one", strike "team" and substitute "area"; on page 3, in line 19, strike "North County" and insert "the Northern"; on page 3, in line 20, strike "County" and "South County" and substitute "and Southern".

regions of the County”. On page 3, strike beginning with “and cross-jurisdictional” in line 20 down through “employee” in line 23 and insert “The Environmental Crimes Unit shall be”.

On page 3, strike beginning with “The” in line 29 down through “Department” in line 31. On page 4, strike lines 1-4. On page 4, strike beginning with “both” in line 6, down through “Transportation” in line 8 and substitute “the County Executive or their designee”. On page 4, strike lines 9-10. On page 4, in line 11, strike “(d)” and substitute “(c)” and in the same line, strike “Department of Public Works and Transportation” and substitute “County”. On page 4, strike lines 13-15. On page 4, in line 16, strike “(f)” and substitute “(d)”; on page 4, in line 18, after “percent” insert “or up to \$500”; on page 4, in line 19, strike “a special fund” and substitute “The appropriate enterprise funds”. On page 4, in lines 25-26, strike “Department of Public Works and Transportation” and substitute “County”. On page 5, in line 14, after “of” insert “the County Executive or their designee,” and on page 5, strike beginning with “both” in line 14, down through “Transportation” in line 16.

On page 5, strike lines 19-31 and on page 6, strike line 1, and substitute:

“A major component of the Environmental Crimes Unit is to visibly enforce environmental laws. Similarly, a major component of the Environmental Crimes Unit is to covertly enforce environmental laws. Both the overt and covert operations of the Environmental Crimes Unit shall be conducted pursuant to the Memorandum of Understanding, as amended from time to time.”

On page 6, in line 10, after “of” insert “Federal, State and”; and on page 6, in line 13, after “State” insert “Federal, and County”.

On page 6, after line 13, insert:

**“Sec. 13-279. Reporting.**

(a) The Department of the Environment shall annually report data and provide analysis of environmental crimes and report data from the operations of the Environmental Crime Unit, with the exception of illegal dumping complaints that are deemed by the County Attorney to be confidential and/or pre-decisional. The Annual Report shall be transmitted, in accordance with State law, as part of the Ten-Year Solid Waste Management Plan.

(b) Site assessment is an on-going process and site assessments will be conducted and priority target areas will be updated periodically with a report at least once annually to the County Council and County Executive of the violations, citations and arrests for Environmental Crimes; response times to complaints involving illegal dumping; number and location of priority sites patrolled by each Environmental Crimes Unit team, and list of number and location of known illegal dump sites in the County.

Committee Report – September 13, 2018

Held In Committee

The Legislative Officer provided an overview of the intent of the Bill and proposed amendments shown in CB-54-2018 Draft 2.

The Administration currently has a MOU in place to combat environmental crimes. Therefore, it was respectfully requested that the Bill sponsor not act to allow the impacted agencies an opportunity to handle the complaints/issues of environmental crimes.

The Department of the Environment (DOE), Department of Permitting, Inspections and Enforcement (DPIE),

Department of Public Works & Transportation (DPW&T) and Police Department (PD) constitutes the Environmental Team. The agencies all currently have a role in environmental crimes and will combine their efforts to address complaints, investigate, remove and prosecute offenders of major incidents of illegal dumping on private property, and in the public right-of-way.

The MOU was compared to the Joint Agency Group (JAG) that targeted commercial establishments during the late hours.

No legal comment was provided by Office of Law on the MOU since it is a policy.

Department of the Environment (DOE) is the lead agency in the MOU while the Police Department is the lead agency in the legislation.

Major William Alexander, Prince George's County Police Department, opposes the Bill but not the intent of the Bill.

Public testimony was provided by staff from the District of Columbia Department of Public Works Environmental Crimes Unit. Information was provided on their program, and the need for the County to have a similar program since we are a neighboring jurisdiction. The DC Environmental Team are grouped by Wards. Data was provided on their illegal dumping regulations, number of environmental crimes from October 1, 2016 thru September 12, 2018 and list of open criminal cases (100% conviction). Written documentation was provided.

Ramon Palencia-Calvo, Maryland League of Conservation Voters Education Fund, spoke in support of CB-54-2018 Draft 2; indicating that it is a step in the right direction to complement community led efforts with additional measures to enforce the laws and regulations that prevent littering, illegal dumping, and to increase community outreach efforts as part of prevention and enforcement.

6Laura Cattell Noll, Alice Ferguson Foundation, spoke in support of CB-52-2018 Draft 2; expressing the need for an Environmental Crimes Unit to help alleviate illegal dumping, implement litter prevention strategies and cross boarder cooperation with neighboring jurisdictions.

Scot Welch, Allan Associates, testified in support of CB-54-2018 Draft 2; indicating the need for the Bill because of contractors dumping near dumpsters in rental properties that he manages.

Robin Allen (resident of Greater Chillum Community) and Reeda Butler (resident of unincorporated area of Hyattsville) spoke in support of the Bill expressing the need of the legislation for safety and welfare of the citizens.

Written correspondence was provided from Prince George's County Association of Realtors expressing support and providing comments on area of concerns.

Walter and Yolanda Quintanilla (residents of non-incorporated community of Lewisdale) provided written comments in support.

The Committee Chair requested copies of the MOU for committee members, and for Office of Audits and Investigations to prepare a fiscal impact statement and on page 3 of the Bill, is the intent of the definition of Environmental Crimes to include litter and illegal dumping?

The Committee Chair indicated that the General Assembly passed legislation implementing an Environmental Justice Commission, with DOE as the lead agency, an expansive bill with an end of the year deadline to report.

The Committee Chair inquired as to prosecution of environmental cases by the State's Attorney.  
CB-54-2018 Draft 2 was held in committee for further consideration.



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-054-2018 **Chapter Number:** 67  
**Draft No.:** 2 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.  
**Proposer(s):** Taveras  
**Sponsor(s):** Taveras, Lehman, Glaros, Turner, Franklin and Davis  
**Item Title:** AN ACT CONCERNING ENVIRONMENTAL CRIMES UNIT for the purpose of establishing an Environmental Crimes Unit; providing the purpose and intent of the Environmental Crimes Unit; defining certain terms; providing for the organization of the Environmental Crimes Unit; providing for a certain Memorandum of Understanding; providing for site assessment and prioritization; providing for operations; providing for education and outreach; providing for representation; providing for certain reporting; referencing the litter and illegal dumping laws of the County; and generally regarding litter, illegal dumping and enforcement.

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**Drafter:** Kathleen H. Canning, Legislative Officer  
**Resource Personnel:** Sol Espinoza, Chief of Staff

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
07/24/2018	County Council	presented and referred	THE
	<b>Action Text:</b> This Council Bill was presented by Council Member Taveras and referred to the Transportation, Housing and the Environment Committee		
09/13/2018	THE	Held in Committee	
	<b>Action Text:</b> This Council Bill was Held in Committee		
09/20/2018	THE	Favorably recommended with amendments	County Council
	<b>Action Text:</b> A motion was made by Council Member Lehman, seconded by Council Member Franklin, that this Council Bill be Favorably recommended with amendments to the County Council. The motion carried by the following vote: Aye: 3 Turner, Lehman and Franklin Absent: 2 Toles and Taveras		
09/25/2018	County Council	introduced	

**Action Text:**

This Council Bill was introduced by Council Members Taveras, Lehman, Glaros, Turner, Franklin and Davis

10/23/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Taveras, seconded by Council Member Lehman, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 8 Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner

Absent: 1 Harrison

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

13-279 13-278 13-277 13-276 13-275 13-274 13-273 13-272.01 13-272

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This legislation establishes an Environmental Crimes Unit to be operated by Prince George's County and the Prince George's County Police Department. Operationally, the Environmental Crimes Unit is comprised of sworn Prince George's County Police teamed with County counterparts. The Department of Public Works and Transportation is the lead agency for the County, collaborating with the Department of Permitting, Inspections and Enforcement and the Department of Environment. The mission of the Environmental Crimes Unit is to detect, apprehend, prosecute, and deter persons, owners, lessors, associations, corporations, organizations, and entities from engaging in conduct that harms the County's physical environment. Further, the mission is to educate the community at large about environmental violation issues to make the County cleaner and improve the quality of life for the County's residents and stakeholders.

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**Document(s):** B2018054, CB-54-2018 Attachment A, CB-54-2018 AIS, CB-054-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

### 2018 Legislative Session

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<b>Reference No.:</b>	CB-54-2018
<b>Draft No.:</b>	2
<b>Committee:</b>	TRANSPORTATION, HOUSING AND ENVIRONMENT COMMITTEE
<b>Date:</b>	July 20, 2018
<b>Action:</b>	FAV(A)

---

Committee Vote: Favorable with Amendments, 3-0 (In favor: Turner, Lehman, Franklin)

The Legislative Officer provided an overview of the intent of the legislation and proposed amendments in CB-54-2018 Draft 2A.

Council Member Taveras, the Bill sponsor, was unable to participate in the committee work session due The Police Department representative indicated support of CB-54-2018 Draft 2A with the proposed amendment regarding Operations. As written, it would impact their current operational relations.

The DOE representative suggested language on page 4, lines 19-20 to verify which enterprise fund to be used for abatement and reward monies. It was initially suggested that the language would be modified to the Solid Waste Fund. However, a distinction was made that the rewards would come out of the Crime Solvers Enterprise Fund. It was then suggested the language should read, "appropriate fund." A question was raised if there was a need for legislation to utilize an enterprise fund.

Under Sec. 13-279. Reporting; on page 6 line 15 (a) the word "annually" was inserted after the word "shall." Clarification was made regarding reporting of data and providing analysis of environmental crimes and reporting data from the operations of the Environmental Crime Unit may be culminated in existing reporting methods provided by DOE.

Council Member Lehman raised the question as to how would things proceed with the MOU? The DOE representative indicated that the Department has five (5) high definition cameras to be placed in identified hot spots. In addition to the high definition; the cameras capture motion. The cameras will be reviewed twice a month for any new dumping. The cameras will be relocated periodically to different hot spots as necessary.

The Police Department representative indicated that there are three (3) geographical sections: North, Central and South. The existing officers assigned to these sections will be responsible for environmental crime activity.

This will allow for the continuity among the officers while allowing for environmental crime experience.

A question was raised regarding the State's Attorney Office as it relates to prosecuting environmental crimes cases and it was said that according to a Washington Post article, 200 cases have been prosecuted in the last two (2) years.

A question was raised regarding environmental crimes on state right a-ways and it was indicated that there is a need to reach out to state partners because consideration had not been given to state roads at this time. The Committee Chair indicated that while the definition for environmental crimes in the legislation includes litter and illegal dumping; there is currently civil citation for those offenses. All litter violations do not rise to the level of a criminal citation. It may be left up to the discretion of the investigating agency.

The Office of Audits and Investigations determined that CB-54-2018 Draft 2 may have a fiscal impact on the County, however an amount cannot be determined at this time. The impact will be contingent upon the processes and procedures established, which could result in the requirement to hire new staff, or to increase Agency resources.

CB-54-2018 Draft 2 include all of the amendments to the original Draft 1 of the bill as described below.

On page 1, in line 5, after "Unit;" insert "providing for a certain Memorandum of Understanding;" and on page 1, in line 7, after "representation" insert "providing for certain reporting;". On page 1, in line 13, after "13-272" insert "13-272.01"; and on page 1, in line 14, after "and" insert "13-279".

On page 2, beginning with "to" in line 18 down through "counterparts" in line 21. On page 2, in lines 21 and 22, strike "The Prince George's County Police Department" and substitute "Department of the Environment"; on page 2, in line 22, strike "lead" and substitute "coordinating"; and on page 2, in line 24, strike "Department of the Environment" and substitute "Prince George's County Police Department".

On page 2, after line 29, insert:

"Sec.13-272.01. Memorandum of Understanding.

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On page 3, in line 15, after "State" insert "and Federal".

On page 3, in line 17, strike "is comprised of" and substitute "shall be comprised of the Environmental Crimes Team and shall operate in at least"; on page 3, in lines 18-19, strike "eight individuals who are grouped into four" and substitute "three"; on page 3, in line 19, after "enforcement", strike "teams" and insert "areas"; on page 3, in line 19, after "one", strike "team" and substitute "area"; on page 3, in line 19, strike "North County" and insert "the Northern"; on page 3, in line 20, strike "County" and "South County" and substitute "and Southern".

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(b) Site assessment is an on-going process and site assessments will be conducted and priority target areas will be updated periodically with a report at least once annually to the County Council and County Executive of the violations, citations and arrests for Environmental Crimes; response times to complaints involving illegal dumping; number and location of priority sites patrolled by each Environmental Crimes Unit team, and list of number and location of known illegal dump sites in the County.

Committee Report – September 13, 2018

Held In Committee

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The Department of the Environment (DOE), Department of Permitting, Inspections and Enforcement (DPIE), Department of Public Works & Transportation (DPW&T) and Police Department (PD) constitutes the Environmental Team. The agencies all currently have a role in environmental crimes and will combine their efforts to address complaints, investigate, remove and prosecute offenders of major incidents of illegal dumping on private property, and in the public right-of-way.

The MOU was compared to the Joint Agency Group (JAG) that targeted commercial establishments during the late hours.

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Robin Allen (resident of Greater Chillum Community) and Reeda Butler (resident of unincorporated area of Hyattsville) spoke in support of the Bill expressing the need of the legislation for safety and welfare of the citizens.

Written correspondence was provided from Prince George's County Association of Realtors expressing support and providing comments on area of concerns.

Walter and Yolanda Quintanilla (residents of non-incorporated community of Lewisdale) provided written comments in support.

The Committee Chair requested copies of the MOU for committee members, and for Office of Audits and Investigations to prepare a fiscal impact statement and on page 3 of the Bill, is the intent of the definition of Environmental Crimes to include litter and illegal dumping?

The Committee Chair indicated that the General Assembly passed legislation implementing an Environmental Justice Commission, with DOE as the lead agency, an expansive bill with an end of the year deadline to report.

The Committee Chair inquired as to prosecution of environmental cases by the State's Attorney.  
CB-54-2018 Draft 2 was held in committee for further consideration.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-55-2018

Chapter No. 68

Proposed and Presented by Council Member Taveras

Introduced by Council Members Taveras, Lehman, Glaros, Turner,

Davis, Franklin and Patterson

Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Public Right-of-Way

3 For the purpose of increasing fines for the unlawful selling of goods in the public right-of-way;  
4 and generally regarding the public right-of-way.

5 BY repealing and reenacting with amendments:

6 SUBTITLE 5. BUSINESSES AND LICENSES.

7 Sections 5-193.01, 5-193.02, and 5-193.04,

8 The Prince George's County Code

9 (2015 Edition; 2017 Supplement).

10 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
11 Maryland, that Sections 5-193.01, 5-193.02, and 5-193.04 of the Prince George's County Code  
12 be and the same are hereby repealed and reenacted with the following amendments:

13 SUBTITLE 5. BUSINESSES AND LICENSES.

14 DIVISION 12. PEDDLERS AND ITINERANT VENDORS.

15 **Sec. 5-193.01. Prohibited sales, solicitations and distributions in roadway(s) and certain**  
16 **other portions of the right-of-way.**

17 (a) It shall be unlawful for any person, firm or corporation, by its officers, agents or  
18 employees, to sell or to attempt to sell goods, wares or merchandise of any description to, or to  
19 solicit or accept any donation from, or to distribute printed matter or materials of any description  
20 to, any occupant of a motor vehicle when said motor vehicle is in a roadway, as defined under  
21 the Transportation Article of the Annotated Code of Maryland.

(b) Notwithstanding any other provision of this Division, it shall be unlawful for any hawker, peddler, roadside vendor, huckster, itinerant vendor, or any other person to sell, attempt to sell, or display for sale any goods, wares, merchandise, or other items of any description while upon the right-of-way, or from a vehicle upon the right-of-way except for the following:

(1) Automotive equipment to the owner or occupant of a vehicle disabled in a roadside emergency;

(2) Live or cut flowers, plants, artificial flowers (and including crosses or other adornments for graveside use);

(3) Fruits, vegetables, or other agricultural products;

(4) Baked goods;

(5) Fish or shellfish;

(6) Any meat or meat product, cooked and offered for immediate consumption;

(7) Gum or candy; chips or other edible goods offered in individual servings for immediate consumption;

(8) Individual cans, bottles, or other single serving containers of soft drinks, juice, or other nonalcoholic beverages;

(9) Ice cream, ice cream products, or other frozen novelties.

(10) Goods licensed for sale pursuant to a Stadium Event License along roadways appurtenant to parking lots at the Stadium.

(11) Mobile units that are authorized as participants of a designated Food Truck Hub as defined by Section 5-189.01.

(c) It shall be unlawful for any hawker, peddler, roadside vendor, huckster, itinerant vendor, or any other person to sell, attempt to sell, or display for sale any goods, wares, merchandise, or other items of any description, with the exception of (b)(1), above, while upon the right-of-way of a road designated a "Gateway Road" by resolution of the County Council.

(d) It shall be unlawful for any hawker or peddler to park on public rights-of-way to sell, or attempt to sell goods, wares, or merchandise of any description from a motor vehicle, vehicle or stand when:

(1) Within one hundred (100) yards of an intersection of two roads.

(2) Within one hundred (100) yards of the vehicular entrance to or exit from a public school.

(3) Within one hundred (100) yards of a vehicular entrance to or exit from an integrated shopping center as defined in the Zoning Ordinance of Prince George's County, or entrance to or exit from said shopping center's parking lot.

(e) It shall be unlawful for any mobile vendor to park on public rights-of-way to sell, or attempt to sell, goods, wares, or merchandise of any description from a motor vehicle, vehicle, or stand when:

(1) Within twenty-five (25) feet of an intersection of two roads;

(2) Within one hundred (100) yards of the vehicular entrance to or exit from a public school;

(3) Within one hundred (100) yards of a vehicular entrance to or exit from an integrated shopping center as defined in the Zoning Ordinance of Prince George's County, or entrance to or exit from said shopping center's parking lot.

(f) It shall be unlawful for any hawker, peddler, or itinerant vendor to sell or offer for sale on a public right-of-way any goods, wares, or merchandise which are displayed separately and apart from his parked motor vehicle or vehicle except for those items described in Subsection (b), above.

(g) It shall be unlawful for any mobile vendor to park on public rights-of-way to sell, or attempt to sell, goods, wares, or merchandise of any description from a motor vehicle except:

(1) While remaining in the motor vehicle with the motor running and emergency flasher light operating; and

(2) For a period of less than ten minutes.

(h) Any person who violates the provisions of Subsections (a), (b), (c), (d), (e), or (f) of this Section shall be deemed guilty of a misdemeanor, and, upon conviction, shall be subject to a fine of not less than [One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00)] Two Hundred and Fifty Dollars (\$250.00), for the first offense; Five Hundred Dollars (\$500.00), for the second offense; Seven Hundred and Fifty Dollars (\$750.00), for the third offense; and Seven Hundred and Fifty Dollars (\$750.00), for each subsequent offense.

#### **Sec. 5-193.02 Prohibited sales, solicitations, and distributions to minors.**

(a) In addition to Section 5-193.01 it shall be unlawful for any hawker or peddler to solicit, sell, or display to minors any of the following items:

(1) Any item which is prohibited by Federal, State, County, or municipal laws to be

1 sold or displayed to minors.

2 (2) Any item or items which the vendor knows or should know will be used for  
3 illegal purposes. Any item which can reasonably be expected to be used for inhaling, smoking, or  
4 administering drugs into the body shall be presumed to be an item to be used for an illegal  
5 purpose.

6 (b) It shall be unlawful for any hawker or peddler to solicit or sell to minors any item  
7 before the hour of 10:00 A.M. on any day that public schools are in session.

8 (c) Any person who violates the provisions of Subsection (a) of this Section shall be  
9 deemed guilty of a misdemeanor, and, upon conviction, shall be subject to a fine of not less than  
10 [One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00).] Two Hundred  
11 and Fifty Dollars (\$250.00) nor more than Seven Hundred and Fifty Dollars (\$750.00).

12 \* \* \* \* \*

13 **Sec. 5-193.04 Violations of law and monetary fines.**

14 (a) Any person who shall sell, barter, or trade or offer or expose for sale, barter or trade in  
15 or upon any street or highway in the County, or go from house to house, either on foot, or with a  
16 horse or other beast of burden, or with a wagon, or motor vehicle, or other conveyance  
17 whatsoever, upon the streets or highways in the County selling, bartering or trading or offering to  
18 sell, barter or trade, or from any roadside stand or roadside market upon any street or highway in  
19 the County, any items except those expressly permitted by Section 5-193.01(b)(1) who operates  
20 in violation of this Subtitle, or who knowingly directs or authorizes another person as an agent to  
21 do so, shall, upon citation issued by the Director of Permitting, Inspections, and Enforcement or  
22 police officer, be deemed to have committed a violation of this Subtitle and shall pay the County  
23 a monetary fine of [Fifty Dollars (\$50.00)] Two Hundred Dollars (\$200.00) for each violation.  
24 Each separate day the violation remains uncorrected is a separate and distinct violation subject to  
25 an additional citation and fine. Fines for violations within the NFL Stadium Event Zone on the  
26 day of an approved event or the twenty-four (24) hour period preceding same shall be subject to  
27 a monetary fine of Two Hundred Dollars (\$200.00) for each violation.

28 (b) The Department of Permitting, Inspections, and Enforcement shall deliver or mail a  
29 citation to the responsible party(ies). The citation shall serve as the notification to the person that  
30 he has committed a civil violation and that he has been assessed a monetary fine, the  
31 nonpayment of which, in the absence of a successful appeal, shall result, where applicable, in the

1 immediate revocation of the person's license.

2 (c) A person who receives a citation may file with the Director a written notice of request  
3 for a hearing on the citation within five (5) days of the issuance of the citation. The Director shall  
4 render a decision within thirty (30) days of the hearing based upon the record compiled.

5 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
6 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
7 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
8 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
9 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
10 Act, since the same would have been enacted without the incorporation in this Act of any such  
11 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
12 or section.

13 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
14 calendar days after it becomes law.

Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

ATTEST:

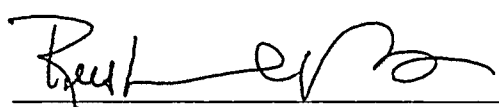
  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE:

11/14/2018

BY:

  
Rushern L. Baker, III  
County Executive



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-055-2018 **Chapter Number:** 68  
**Draft No.:** 2 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.  
**Proposer(s):** Taveras  
**Sponsor(s):** Taveras, Lehman, Glaros, Turner, Davis, Franklin and Patterson  
**Item Title:** AN ACT CONCERNING PUBLIC RIGHT-OF-WAY for the purpose of increasing fines for the unlawful selling of goods in the public right-of-way; and generally regarding the public right-of-way.

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**Drafter:** Kathleen H. Canning, Legislative Officer  
**Resource Personnel:** Sol Espinoza, Chief of Staff

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
07/24/2018	County Council	presented and referred	THE
	<b>Action Text:</b> This Council Bill was presented by Council Member Taveras and referred to the Transportation, Housing and the Environment Committee		
09/13/2018	THE	Favorably recommended with amendments	County Council
	<b>Action Text:</b> A motion was made by Council Member Lehman, seconded by Council Member Taveras, that this Council Bill be Favorably recommended with amendments to the Transportation, Housing and the Environment Committee. The motion carried by the following vote:  Aye: 4 Turner, Lehman, Franklin and Taveras  Absent: 1 Toles		
09/25/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Taveras, Lehman, Glaros, Turner, Davis, Franklin and Patterson		
10/23/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		
10/23/2018	County Council	enacted	

**Action Text:**

A motion was made by Council Member Davis, seconded by Council Member Patterson, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 8 Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner

Absent: 1 Harrison

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

05-193.04 05-193.02 05-193.01

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill increases the fines for the unlawful selling of goods in the public right-of-way. These fines increase to \$250.00 for the first offense; \$500.00 for the second offense; \$750.00 for the third offense; and \$750.00 for each subsequent offense. Fines for unlawful sales to minors increase from \$250.00 to \$750.00. Fines for a civil violation increase to \$100.00.

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**Document(s):** B2018055, CB-55-2018 AIS, CB-55-2018 Report

**PRINCE GEORGE'S COUNTY COUNCIL**  
**COMMITTEE REPORT**  
**2018 Legislative Session**

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**Reference No.:** CB-55-2018

**Draft No.:** 2

**Committee:** TRANSPORTATION, HOUSING AND ENVIRONMENT

**Date:** SEPTEMBER 13, 2018

**Action:** FAVORABLE (A)

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**REPORT:**

Committee Vote: Favorable with Amendments, 4-0 (In favor: Council Members, Turner, Lehman, Franklin and Taveras).

CB-55-2018 seeks to increase fines related to the unlawful selling of goods in the public right-of-way and to unlawful sales to minors, within the County.

The Legislative Officer provided an overview of the Bill and the proposed amendments shown in CB-55-2018 Draft 2.

The sponsor indicated the need for the legislation citing concerns in her District and expressing concern for the safety and welfare of the citizens.

The County Executive representative indicated support and the Office of Law representative express concern with the interpretation of fees not exceeding the \$1,000 cap.

The Department of Permitting, Inspections, and Enforcement (DPIE) representative indicated agency's support; questioning fees as it related to Food Truck Hubs. The representative indicated that the fee for the Food Truck Hub violators was \$2500 dollars and would that conflict with the fines described in the Bill. The Legislative Officer indicated that reference was made to the Food Truck Hub on page 2, lines 20 and 21 which should satisfy his concerns.

The Office of Audits and Investigations indicates that there may be a positive fiscal impact for the County related to the increase in amounts that may be assessed as collected from violators of Code Sections 5-193.01, 5-193.02 and 5-193.04. As a result, this may contribute to the enhanced appearance of the County, and the safety of County residents.

Ms. Robin Allen (resident of Lewisdale), Reeda L. Butler (resident of Greater Chillum area) and Nancy Leon (Northern Gateway) spoke in support of CB-55-2018 expressing health and safety concerns.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-67-2018  
Chapter No. 70  
Proposed and Presented by The Chair (by request – County Executive)  
Introduced by Council Members Glaros, Davis, Turner, Taveras, Franklin and Patterson  
Co-Sponsors \_\_\_\_\_  
Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 The Issuance and Sale of General Obligation and  
3 Stormwater Management Bonds

4 For the purpose of authorizing and empowering Prince George's County, Maryland to issue and  
5 sell an amount not to exceed Three Hundred Ninety-Five Million, One Hundred Seventy-Four  
6 Thousand (\$395,174,000) in aggregate principal amount of general obligation and stormwater  
7 management bonds for the purpose of providing funds for financing in whole or in part costs of  
8 the planning, acquisition, construction, reconstruction, establishment, extension, enlargement,  
9 demolition, improvement, constituting facilities (including without limitation any land, interest  
10 in land or equipment) for the control and disposition of storm and surface waters, including  
11 floodproofing, flood control or navigation programs and other stormwater programs and  
12 systems, environmental restoration and/or wetlands construction, and the protection,  
13 conservation, creation and acquisition of certain property described in the Maryland Annotated  
14 Code Environment Article consistent with federal and Maryland laws and regulations on the  
15 subject of nontidal and private wetlands, as applicable, including describing the capital projects  
16 to be financed in whole or in part from the proceeds of the bonds hereby authorized and the  
17 estimated costs thereof; or purchase of certain capital projects set forth in the capital budget of  
18 the County for the fiscal year ending June 30, 2019, or usable portions thereof, including  
19 describing the capital projects to be financed in whole or in part from the proceeds of the bonds  
20 hereby authorized and the estimated costs and the probable useful lives thereof; prescribing or  
21 providing for the procedures for the issuance and sale of such bonds at private (negotiated)

1 saleor public sale public sale; declaring the County's official intent to reimburse itself for certain  
 2 expenditures paid before the issuance of the bonds authorized hereby in accordance with  
 3 applicable Income Tax Regulations; authorizing the consolidation of such bonds with other  
 4 bonds for purposes of such sale; showing compliance with the power of the County to incur  
 5 indebtedness; directing the application of the proceeds of such bonds and the proceeds of bonds  
 6 previously issued by an act of the County; pledging the full faith and credit and taxing power of  
 7 the County to the payment of such bonds and providing for the levy and collection of taxes  
 8 necessary for the payment of the principal of and interest on such bonds when due and  
 9 covenanting to issue the bonds in anticipation of which such notes are issued; pledging Clean  
 10 Water Act Fees to the payment of the principal of and interest on such bond anticipation notes  
 11 when due; authorizing and empowering the County to issue and sell an amount not to exceed  
 12 Three Hundred Ninety-Five Million, One Hundred Seventy-Four Thousand Dollars  
 13 (\$395,174,000); directing the application of the proceeds of such bonds; providing for the  
 14 issuance of such bond anticipation notes in the form of commercial paper or revolving loan  
 15 notes; providing for the issuance of such bond anticipation notes and the bonds authorized  
 16 hereby in the form of variable rate demand obligations; authorizing certain determinations to be  
 17 made in connection with the sale of any such bond anticipation notes; authorizing the  
 18 consolidation of such bond anticipation notes with other notes for purposes of such sale;  
 19 authorizing and empowering the County to issue, sell and deliver general obligation and  
 20 stormwater management refunding bonds for the purpose of refunding all or a part of the bonds  
 21 authorized hereby in an aggregate principal amount not to exceed 150% of the outstanding  
 22 principal amount of the bonds to be refunded thereby, the proceeds of such refunding bonds to  
 23 be used for the public purpose of providing funds sufficient to pay principal of, redemption  
 24 premium, if any, and interest on such refunded bonds at the respective maturity, redemption, and  
 25 interest payment dates of such refunded bonds; prescribing or providing for the procedure for the  
 26 issuance and sale of such refunding bonds; empowering the County Executive to determine the  
 27 time and method for the sale of such refunding bonds and other details with respect to the sale of  
 28 such refunding bonds; pledging the full faith and credit of the county to the payment of such  
 29 refunding bonds and the interest on such refunding bonds, when due; and providing for the levy  
 30 and collection of taxes necessary for the payment of the principal of and interest on such  
 31 refunding bonds when due, showing compliance with the limitations on the power of the County

1 to incur indebtedness; pledging Clean Water Act Fees to the payment of the principal of and  
 2 interest on such refunding bonds when due; covenanting or providing for the making of certain  
 3 covenants on matters relating to the tax-exempt status of interest on such bonds, bond  
 4 anticipation notes and refunding bonds, as applicable; providing for compliance with Securities  
 5 and Exchange Commission Rule 15c2-12; providing for the authorization of and entry into  
 6 interest rate exchange agreements or contracts in connection with or incidental to any of the  
 7 obligations authorized by this Act; authorizing the County Executive to delegate to appropriate  
 8 officials the power to make certain determinations and sign certain documents, certificates or  
 9 agreements authorized to be made or signed by the County Executive herein; and otherwise  
 10 generally determining or providing for the determination of certain matters in connection with  
 11 the issuance, sale and delivery of the general obligation and stormwater management bonds,  
 12 bond anticipation notes and refunding bonds authorized by this Act.

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 14 Maryland, that the issuance, sale and delivery of general obligation and stormwater management  
 15 bonds with serial maturities, including mandatory sinking fund installments in lieu of serial  
 16 maturities (the "Bonds") of Prince George's County, Maryland (the "County"), in one or more  
 17 series from time to time in an aggregate principal amount not exceeding Three Hundred Ninety-  
 18 Five Million, One Hundred Seventy-Four Thousand Dollars (\$395,174,000) is hereby  
 19 authorized, pursuant to Md. Local Government Code Ann. § 21-601 et seq., as amended,  
 20 replaced or recodified from time to time, in order to finance in whole or part costs of the  
 21 planning, acquisition, construction, reconstruction, establishment, extension, enlargement,  
 22 improvement, demolition or purchase of capital projects (the "Authorized Capital Projects")  
 23 listed in the table set forth in Attachment 1, attached to and made a part of this Act (the "Table of  
 24 Projects"), constituting facilities (including without limitation land, interests in land or  
 25 equipment) for the control and disposition of storm and surface waters, including floodproofing,  
 26 flood control or navigation programs, environmental restoration and wetlands construction, and  
 27 other stormwater programs and systems, environmental restoration and/or wetlands construction,  
 28 and the protection, conservation, creation and acquisition of certain property described in the  
 29 Maryland Annotated Code Environment Article consistent with federal and Maryland laws and  
 30 regulations on the subject of nontidal and private wetlands, as applicable. Each Authorized  
 31 Project is described in the Capital Budget of the County for the fiscal year ending June 30, 2019

(The "Capital Budget") under the heading set forth in the Table of Projects and has the identification number set forth in the Table of Projects. The descriptions of the Authorized Projects contained in the Capital Budget are incorporated herein by reference as if set forth fully herein. The principal amount of Bonds authorized by this Act to finance costs of each Authorized Capital Project shall be the respective amount set forth in the columns in the Table of Projects marked "Authorized Principal Amount of Bonds". Each such principal amount of Bonds is hereby determined to be sufficient to complete at least a usable portion of the Authorized Capital Project in respect of which such principal amount has been authorized. The probable useful lives of the Authorized Capital Projects are set forth in the Table of Projects. The Bonds shall be made payable within the average of the probable useful lives of the Authorized Capital Projects, which is fifteen (15) years, or, in the event the Bonds are consolidated with other bonds of the County pursuant to Section 3 of this Act, within the average of the probable useful lives of the capital projects financed with the proceeds of such consolidated issue of bonds (the "Consolidated Authorized Capital Projects"). All Authorized Capital Projects have been identified and included in bond enabling acts ("Bond Enabling Acts") and have been approved by referendum to the extent required by applicable law. The Bonds are specifically exempted from the provisions of Md. Local Government Code Ann. §§ 19-205 and 30 19-206, as amended, replaced or recodified from time to time. The powers granted under this Act are additional and cumulative and the Bonds authorized by this Act may be issued, notwithstanding that other bond acts or laws may provide for the same or similar purposes. This Act does not modify or repeal any prior acts granting bond issuing authority for the same or similar purposes.

SECTION 2. BE IT FURTHER ENACTED that the attached Table of Projects lists the Authorized Capital Projects that are to be financed in whole or in part with the proceeds of the Bonds, the currently estimated cost of each Authorized Capital Project or a usable portion thereof (the "Estimated Cost"), the portion of the Estimated Cost of each Authorized Capital Project to be financed hereunder (the "Bond Financed Portion"), the source or sources of funds to finance the balance of the Estimated Cost of each Authorized Capital Project (the "Other Funding Sources") and the probable useful life of each Authorized Capital Project.that the attached Table of Projects lists the Authorized Projects that are to be financed in whole or in part with the proceeds of the Bonds, the currently estimated cost of each Authorized Project (the "Total Authorized Amount") and the portion of the Estimated Cost, Bond Financed Portion and

1 Other Funding Sources for each Authorized Capital Project set forth in the Table of Projects,  
2 Total Authorized Amount of each Authorized Project to be financed hereunder (the "Amount of  
3 Bonds Requested").

4 It is hereby recognized and acknowledged that the information regarding the Total  
5 Authorized Amount and the Amount of Bonds Requested for each Authorized Project set forth in  
6 the Table of Projects is derived from information and estimates referenced in the Capital Budget  
7 and the Capital Improvement Program of the County for fiscal years 2019 through 2024,  
8 inclusive (the "Capital Improvement Program"), and is necessarily subject to change because of  
9 corresponding changes in construction and other costs, project time schedules, availability of  
10 Other Funding Sources and other circumstances not now known or anticipated. It is the purpose  
11 and intent of this Act to authorize the borrowing of money to finance the Authorized Capital  
12 Projects as such projects are referenced in the Capital Budget and Capital Improvement Program  
13 and in any amended or subsequent capital budget or capital improvement program. To  
14 implement the intent and purpose of this Act in the most expeditious manner, the County  
15 Executive of the County (the "County Executive") may (i) add to the Table of Projects any  
16 project contained in the Capital Improvement Program or in any amended or subsequent capital  
17 budget or capital improvement program, provided that such project is a project that may be  
18 financed by bonds issued pursuant to Md. Local Government Code Ann. § 21-601 et seq., and  
19 this Act; (ii) delete any Authorized Project from the Table of Projects; and (iii) revise the  
20 amounts set forth in the Table of Projects representing the Total Authorized Amount and the  
21 Amount of Bonds Requested for any Authorized Project to be consistent with the information set  
22 forth in regard to such project in any amended or subsequent capital budget or capital  
23 improvement program. In the event that the Amount of Bonds Requested for an Authorized  
24 Project is less than the amount appropriated for such project in the Capital Budget or any  
25 amended or subsequent capital budget and the entire principal amount of bonds issued for the  
26 Authorized Projects is not required for such projects, the County Executive may revise the Table  
27 of Projects to increase the Amount of Bonds Requested of such Authorized Project to an amount  
28 not to exceed the appropriated amount for such project and, correspondingly, may reduce the  
29 Amount of Bonds Requested of such other Authorized Projects and make other appropriate  
30 adjustments. Nothing contained in this Act shall be deemed to preclude the County Council by  
31 resolution from effecting such a revision in the Table of Projects. The authority granted in this

1 Act to revise the Table of Projects shall not be construed to permit an increase in the aggregate  
 2 principal amount of Bonds to be issued pursuant to this Act or to effect results inconsistent with  
 3 applicable laws, including without limitation Md. Local Government Code Ann. § 21-601 et seq.

4 The County expects that certain costs of the Authorized Projects will be paid before the  
 5 date of issuance of the Bonds (or other obligations of the County to be issued after the date of  
 6 adoption of this Act) from a source of funds other than a County borrowing (each, a "Prior  
 7 Expenditure" and collectively, the "Prior Expenditures"). The County hereby declares, in  
 8 accordance with Section 1.150-2 of the Income Tax Regulations, its intention to use a portion of  
 9 the proceeds of the Bonds (or other obligations of the County to be issued after the date of  
 10 adoption of this Act) to reimburse itself for Prior Expenditures paid no earlier than 60 days  
 11 before the date of adoption of this Act. In accordance with Section 1.150-2 of the Income Tax  
 12 Regulations, the maximum principal amount of obligations expected to be issued for the  
 13 Authorized Projects is set forth in the Table of Projects. The County recognizes that, under  
 14 Section 1.150-2 of the Income Tax Regulations, the use of proceeds of the Bonds to reimburse  
 15 the County for a Prior Expenditure (other than certain de minimis or preliminary expenditures  
 16 described in Section 1.150-2(f) of the Income Tax Regulations) generally will be permitted only  
 17 to the extent that: (i) the Prior Expenditure constitutes a capital expenditure for federal income  
 18 tax purposes; (ii) the Prior Expenditure was paid not earlier than 60 days before the date of  
 19 adoption of this Act; and (iii) the allocation of proceeds of the Bonds to such reimbursement is  
 20 made not later than 18 months after the later of (a) the date the Prior Expenditure was paid, or (b)  
 21 the date the applicable Authorized Project is placed in service or abandoned, but in no event  
 22 more than three years after the Prior Expenditure was paid.

23 SECTION 3. BE IT FURTHER ENACTED that as determined by the County Executive,  
 24 the Bonds (or any portion of them, as applicable) may be issued, sold and delivered as a single  
 25 series of Bonds or as two or more series of Bonds, or may be consolidated for issuance, sale and  
 26 delivery with other bonds of the County (including bonds sold for new money and/or refunding  
 27 purposes) as contemplated by Md. Local Government Code Ann. § 19-101, as amended,  
 28 replaced or recodified from time to time. The Bonds of each series issued solely pursuant to the  
 29 authority of this Act shall each be designated "Prince George's County, Maryland General  
 30 Obligation Public Improvement Bonds, Series 20\_\_," and the Bonds of each series consolidated  
 31 for issuance with other bonds of the County as authorized by this Section 3 shall each be

1 designated "Prince George's County, Maryland General Obligation Consolidated Public  
 2 Improvement Bonds, Series 20\_\_\_", and the bonds issued solely pursuant to the authority of this  
 3 Act shall each be designated "Prince George's County, Maryland Stormwater Management  
 4 Bonds, Series 20\_\_\_," and the Bonds of each series consolidated for issuance with other bonds of  
 5 the County as authorized by this Section 3 shall each be designated "Prince George's County,  
 6 Maryland Consolidated Stormwater Management Bonds, Series 20\_\_\_," and, in the event any  
 7 such Bonds are issued at more than one time, the County Executive may specify such additional  
 8 designation as he shall deem appropriate. Moreover, the County Executive is hereby authorized  
 9 to provide such other or alternative designation as he deems necessary or convenient.

10 Upon consolidation of any of the Bonds with general obligation bonds issued pursuant to  
 11 Md. Local Government Code Ann. §10-203, as amended, and determination of the County  
 12 Executive, there shall be pledged to the payment of said Bonds the full faith and credit of the  
 13 County and the power of the County to levy ad valorem taxes upon all the legally assessable  
 14 property within the corporate limits of the County (in addition to the pledge and levy of taxes  
 15 within the Stormwater Management District (hereinafter defined) and the pledge of Clean Water  
 16 Act Fees (hereinafter defined) effected pursuant to Section 10 hereof).

17 SECTION 4. BE IT FURTHER ENACTED that, subject to and in accordance with the  
 18 provisions of this Act, the County Executive shall determine all matters relating to the sale,  
 19 issuance, delivery and payment of the Bonds, including all matters relating to the forms, dates  
 20 and denominations of the Bonds, the dates and amounts of principal maturities, whether all or  
 21 any portion of the Bonds shall be term bonds subject to mandatory sinking fund redemption and  
 22 the dates and amounts of any such redemptions, the methods to be used in determining interest  
 23 payable on the Bonds and the dates on which such interest is payable, the provision of bond  
 24 insurance on all or any portion of the Bonds, and provisions for registration of the Bonds, for  
 25 their redemption prior to stated maturity, and for the use of facsimile signatures or seals, whether  
 26 the Bonds are to be issued in book-entry form and all matters incident to the issuance of the  
 27 Bonds in book-entry form. The County Executive shall provide for the form, numbering, term  
 28 and authentication of the Bonds, pursuant to Section 822 of the County Charter and the form and  
 29 manner of execution and delivery of all documents necessary or deemed appropriate in  
 30 connection with the authorization, issuance, execution, sale, delivery and payment of and for the  
 31 Bonds. The County Executive may provide that no Bonds shall be issued for certain Authorized

Projects authorized by this Act to be financed by the Bonds and reduce the aggregate principal amount of Bonds to be issued accordingly, provided, however that the deletion of such Authorized Capital Projects shall not cause the Bonds to be payable beyond the average of the probable useful lives of the remaining Authorized Capital Projects. The County Executive may provide for a reduction in the aggregate principal amount of Bonds to be issued consistent with a determination of the minimum bond denomination size based on municipal security market practices regarding denomination size, and for a corresponding reduction in the principal amount of Bonds issued to finance the cost of any Authorized Project. It is hereby recognized and acknowledged that, in order to manage prudently the capital programs of the County, particularly in light of federal income tax laws and regulations that impose penalties and other financial consequences for the failure to expend the proceeds of tax-exempt bonds in a timely manner, the County Executive, pursuant to Section 3 of this Act, may provide for the financing of the Amount of Bonds Requested for an Authorized Project by the issuance of Bonds at more than one time and from time to time. Notwithstanding the provisions of Sections 2, 3 and 4 of this Act, no order of the County Executive permitted under this Act shall authorize or permit a reduction in the principal amount of Bonds issued for an Authorized Project below the amount for which the County Council has authorized temporary borrowing from other County funds.

The County Executive may provide for certain maturities of the Bonds to be subject to prior redemption at the option of the County. If the County Executive so provides and the Bonds are issued with such option, then in the event that the County determines to exercise such option for the purpose of effecting certain cost savings by refinancing a portion of the indebtedness evidenced by the Bonds through the issuance and sale of refunding bonds, it is the intent of the County that such refunding bonds be issued under the Enabling Acts referred to in this Act and that such refunding bonds, if issued, shall constitute a refunding of indebtedness authorized by this Act and shall not constitute additional indebtedness under such authority or under any other authority. The aggregate principal amount of Bonds authorized to be issued hereunder may be increased by a supplemental ordinance.

SECTION 5. BE IT FURTHER ENACTED that the Bonds shall be sold at public sale at, above or below par value, plus, if so determined by the County Executive, accrued interest to the date of delivery, by electronic bids and/or written sealed proposals to the bidder or bidders therefor for cash whose bid or bids are determined to be in the best interest of the County, as

1 provided in the Notice of Sale for the Bonds, after having given public notice of sale by  
2 electronic dissemination and/or advertisement as provided herein. Unless contrary to applicable  
3 law, the Notice of Sale may be disseminated solely by electronic means provided that bidders  
4 may submit electronic bids to purchase the Bonds, and any such electronic dissemination of the  
5 Notice of Sale to be available to potential bidders seven (7) days or more prior to the date of sale  
6 or such shorter period of time as is then customary for electronic dissemination of notices of sale  
7 of municipal obligations in the nature of the Bonds. Alternatively or additionally, the Notice of  
8 Sale, or a summary thereof, may be published once in each of two consecutive weeks next  
9 preceding the date of sale of the Bonds in the County newspapers of record, and, in the event any  
10 single newspaper of record meets the circulation requirements of Section 1008 of the County  
11 Charter, as amended, modified or recodified from time to time, such publication may be made  
12 solely in such single newspaper of record. The first of such publications shall be ten (10) or more  
13 days preceding the date of sale of the Bonds. Such Notice of Sale, or a summary thereof, may  
14 also be published in "The Bond Buyer", a financial journal published in the City of New York  
15 and/or in such other publications as the Director of Finance may determine to be in the best  
16 interest of the County. The Bonds offered for sale at such public sale shall be awarded by the  
17 County Executive. Authority is hereby expressly delegated to the County Executive to fix the  
18 date and the time of the sale of the Bonds. The sale of the Bonds shall be held in a County  
19 Executive Conference Room in the County Administration Building in Upper Marlboro,  
20 Maryland, or in such other place as may be designated in accordance with the Notice of Sale for  
21 the Bonds. that the County Executive shall determine whether the Bonds shall be sold at public  
22 sale by electronic bids and/or written sealed proposals or by private (negotiated) sale and the  
23 procedures to be followed in connection with any such sale. Authority is hereby expressly  
24 delegated to the County Executive to (i) fix the date and the time of the sale of the Bonds; (ii)  
25 determine the form and terms of any Notice of Sale; (iii) to determine whether any Notice of  
26 Sale shall be disseminated in electronic form and/or whether such Notice of Sale or a summary  
27 thereof shall be published in connection with any public sale of the Bonds; and (iv) to award the  
28 Bonds at public sale or to approve the form and terms of, and authorize the execution and  
29 delivery by and on behalf of the County of, a bond purchase agreement with underwriters  
30 purchasing the Bonds in any private (negotiated) sale. The Bonds may be sold at, above or below  
31 the par value thereof.

1       SECTION 6. BE IT FURTHER ENACTED that there may be printed on each of the Bonds  
2 the text of the approving legal opinion of bond counsel or co-bond counsel with respect to such  
3 Bonds. Any such printed text shall be certified to be a correct copy of said opinion by the manual  
4 or facsimile signature of the County Executive.

5       The Bonds shall contain similar provisions and be in substantially the form set forth in  
6 Attachment 2, attached hereto and made a part hereof, and Bonds issued substantially in  
7 accordance with said form, with appropriate insertions as indicated, when properly executed and  
8 authenticated as required by this Section 6 shall be deemed to constitute unconditional general  
9 obligations of the County, to the payment of which, in accordance with the terms thereof, its full  
10 faith and credit are pledged, and all the covenants and conditions contained in the Bonds shall be  
11 deemed to be binding upon the County.

12       Authority is hereby conferred on the County Executive to complete, delete or modify the  
13 blanks in such bond form with necessary information, to insert applicable paragraphs as  
14 indicated or needed and to make such additions, deletions and substitutions in such bond form,  
15 not inconsistent with this Act or the County Charter, as may be necessary or desirable for the  
16 sale of the Bonds, including (without limitation) such additions, deletions and substitutions as  
17 may be necessary or desirable in connection with th  
18 e establishment or discontinuance of a book-entry registration system for the Bonds and such  
19 changes as may be necessary to reserve to the County the option to call for mandatory tender for  
20 purchase of all or any portion of the Bonds.

21       SECTION 7. BE IT FURTHER ENACTED that immediately after the sale of the Bonds,  
22 the interest rate or rates payable on the Bonds shall be fixed by an order of the County Executive  
23 (the authority to fix such rates being hereby expressly delegated to said County Executive) in  
24 accordance with the respective terms and conditions of the sale of the Bonds.

25       SECTION 8. BE IT FURTHER ENACTED that the official Notice of Sale and Bid for the  
26 Bonds shall be substantially in the form set forth in Attachment 3 attached hereto and made a  
27 part hereof, with such insertions or deletions as the County Executive may determine to be  
28 desirable to allow for the use of electronic bidding or due to financial or market conditions or as  
29 otherwise permitted or required by this Act, including but not limited to changes appropriate in  
30 the event that the Bonds are to be registered in book-entry format.

31       SECTION 9. BE IT FURTHER ENACTED that the County Executive may authorize on

1   behalf of the County the preparation and distribution of a preliminary official statement and a  
2   final official statement or similar offering documents in connection with the issuance and sale of  
3   the Bonds.

4       SECTION 10. BE IT FURTHER ENACTED that the County Executive may authorize on  
5   behalf of the County the preparation and distribution of a preliminary official statement and a  
6   final official statement or similar offering documents in connection with the issuance and sale of  
7   the Bonds.

8       SECTION 11. BE IT FURTHER ENACTED that the proceeds of the sale of the Bonds,  
9   including any premium and accrued interest received therefor, shall be paid directly to the  
10   Director of Finance of the County, who shall deposit the same in the proper accounts of the  
11   County. The costs of issuance of the Bonds shall be allocated to the Authorized Projects financed  
12   by the Bonds and shall be charged to the appropriate debt service accounts of the County by the  
13   Director of Finance. There shall be deducted from the total gross proceeds received for the  
14   Bonds any amount received on account of accrued interest and premium on such Bonds, which  
15   amounts shall be set apart by the Director of Finance in separate accounts and applied to the first  
16   interest payment on the Bonds; provided that, if so determined by the County Executive, any  
17   premium on such Bonds may be applied to other purposes, including (without limitation)  
18   payment of the costs of issuance. The balance of the proceeds of the sale of the Bonds shall be  
19   expended by the County for costs of the Authorized Projects for which Bonds have been issued  
20   in accordance with this Act and the provisions of Md. Local Government Code Ann. § 21-601 et  
21   seq. If the principal amount of Bonds issued for any Authorized Project exceeds the amount  
22   needed to finance such Authorized Project, the excess shall be applied to any other Authorized  
23   Project or if no such Authorized Project requires additional funds, to any other capital project  
24   permitted by the laws of the State of Maryland (including without limitation Md. Local  
25   Government Code Ann. § 21-601 et seq.) and of the County.

26       Unless otherwise provided by act or resolution of the County Council or by the County  
27   Executive pursuant to Section 12 of this Act, earnings derived from the investment of the  
28   proceeds of the Bonds may be treated as general revenues of the County and applied to general  
29   County purposes and such use of investment proceeds is hereby acknowledged and authorized.

30       SECTION 12. BE IT FURTHER ENACTED that the County Executive is hereby  
31   authorized to determine the amount of bonds issued for capital projects and stormwater

1 management bonds issued for stormwater projects permitted by the laws of the State of  
 2 Maryland and of the County and the County Charter, including without limitation Md. Local  
 3 Government Code Ann. § 21-601 et seq., in excess of the amount needed to finance such  
 4 authorized capital and stormwater projects and to apply such excess amount to (i) finance an  
 5 Authorized Capital Project as defined in this Act or an stormwater project defined as an  
 6 authorized project in a previous act of the County Council, (ii) the refunding of such bonds or  
 7 (iii) debt service on such bonds.

8 The County Executive may transfer appropriations between capital projects equal to the  
 9 amount determined to be in excess of the amount not needed to finance the Authorized Capital  
 10 Projects as defined in this Act or a capital project defined as an authorized capital project in a  
 11 previous act of the County Council.

12 SECTION 13. BE IT FURTHER ENACTED that, for the purpose of paying the interest on  
 13 and redeeming and paying the Bonds, as they respectively mature or become subject to  
 14 mandatory redemption, the County shall include in the levy in each and every fiscal year during  
 15 which any of the Bonds are outstanding a direct ad valorem tax upon all property assessed for  
 16 tax purposes within the stormwater management district established by the County pursuant to  
 17 Md. Local Government Code Ann. § 21-601 et seq., (the "Stormwater Management District")  
 18 (except as otherwise provided therein) at a rate required to produce the amount needed to pay, in  
 19 addition to the other costs of stormwater management to be paid from amounts in the  
 20 Stormwater Management District Fund (defined herein) pursuant to Md. Local Government  
 21 Code Ann. § 21-3 601 et seq., for the interest on the Bonds payable during such fiscal year and  
 22 the principal of all of the Bonds maturing or becoming subject to mandatory sinking fund  
 23 redemption in each such fiscal year, and in the event the proceeds from taxes so levied in any  
 24 such fiscal year shall prove insufficient for such purposes, additional taxes, unlimited as to rate  
 25 or amount, shall be levied within the Stormwater Management District in succeeding fiscal years  
 26 to make up such deficiency, all as authorized and provided for in Md. Local Government Code  
 27 Ann. § 21-601 et seq. The County may apply to the payment of the principal of and interest on  
 28 the Bonds any funds received by it from the State of Maryland, the United States of America, or  
 29 any agency or instrumentality thereof, or from any other source, if such funds are granted for the  
 30 purpose of assisting the County in obtaining public facilities of the class or classes of public  
 31 facilities for which the Bonds, or the respective portions of the Bonds, are authorized or may be

1 otherwise lawfully applied to such payment; to the extent that any such funds are applied to such  
 2 purposes in any fiscal year as provided herein, the taxes hereby required to be levied shall be  
 3 reduced proportionately.

4 The full faith and credit of the County and the unlimited taxing power of the County are  
 5 hereby irrevocably pledged both to the punctual payment of the maturing principal of and  
 6 interest on the Bonds as and when such principal and interest respectively become due, and to  
 7 the levy and collection of the taxes hereinabove prescribed as and when such taxes become  
 8 necessary in order to provide sufficient funds to meet the debt service requirements of the Bonds.  
 9 The County hereby solemnly covenants with each of the registered owners of any of the Bonds  
 10 to take all action as may be appropriate from time to time during the period that any of the Bonds  
 11 remain outstanding and unpaid to provide the funds necessary to make the principal and interest  
 12 payments on the Bonds. The debt service requirements of the Bonds shall have a first and prior  
 13 claim on all moneys of the Stormwater Management District Fund of the County established  
 14 pursuant to Md. Local Government Code Ann. § 21-601 et seq., (the "Stormwater Management  
 15 District Fund"), on a parity with the claim for moneys required for payment of debt service on all  
 16 other County general obligation stormwater management bonds issued pursuant to the authority  
 17 contained in Md. Local Government Code Ann. § 21-601 et seq., whether issued prior to or after  
 18 the issuance of the Bonds, and the other purposes for which funds in the Stormwater  
 19 Management District Fund may be disbursed pursuant to Md. Local Government Code Ann. §  
 20 21-601 et seq. The County further covenants and agrees with each of the registered owners of  
 21 any of the Bonds to levy and collect the taxes hereinabove prescribed.

22 In addition, there is hereby pledged to the payment of the interest on and redeeming and  
 23 paying the Bonds, as they respectively mature or become subject to mandatory redemption, the  
 24 Clean Water Act Fees collected by the County (the "Clean Water Act Fees") in accordance with  
 25 Title 4 of the Environment Article of the Annotated Code of Maryland and Section 10-301 et  
 26 seq. of the Prince George's County Code, each as amended, replaced or recodified from time to  
 27 time (collectively, the "Stormwater Acts") and deposited in the Local Watershed Protection and  
 28 Restoration Fund. The debt service requirements of the Bonds shall have a first and prior claim  
 29 on all Clean Water Act Fees on deposit in the Local Watershed Protection and Restoration Fund  
 30 on a parity with the claim for moneys required for payment of debt service on all other County  
 31 bonds to which such Clean Water Act Fees shall be pledged, and the other purposes for which

funds in the Local Watershed Protection and Restoration Fund may be disbursed pursuant to the Stormwater Acts.

SECTION 14. BE IT FURTHER ENACTED that the County Council hereby determines that the Bonds are at present within the debt limit imposed by Md. Local Government Code Ann. § 10-203, as amended, replaced or recodified from time to time (the "Express Powers Act"). The County is authorized under the Express Powers Act to undertake borrowings for any public purposes of the County, provided that the aggregate amount of bonds or other evidences of indebtedness therefor outstanding at any one time shall not exceed a total of six percent (6%) of the County's assessable basis of real property and fifteen percent (15%) of the County's assessable basis of personal property and operating real property described in Section 8-109(c) of the Tax-Property Article of the Annotated Code of Maryland, as amended, replaced or recodified from time to time, as shown below:

Assessable basis of taxable real property	
(Fiscal Year 2017)	\$86,941,639,900
Assessable basis of taxable personal property	
and operating real property (Fiscal Year 2017)	\$ 3,208,418,700
Statutory debt limitation - (total sum of 6%	
of real property assessable basis and 15%	
of personal property/operating real property	
assessable basis)	\$ 5,697,761,199
Outstanding debt subject to debt limitation	\$ 898,012,035
Limit on additional debt	\$ 4,799,749,164
Aggregate principal amount of general	
obligation bonds	\$ 308,753,000
Aggregate principal amount of stormwater	
management bonds	\$ 135,721,000
Aggregate principal amount of general	
obligation debt authorized by other	
acts and not issued	\$ 112,399,000
Aggregate principal amount of stormwater	
management bond debt authorized by	

other acts and not issued \$ 92,904,000

Total principal amount of general

obligation and stormwater management debt

authorized and not issued (including the Bonds) \$ 649,777,000

SECTION 15. BE IT FURTHER ENACTED that the County Executive is hereby authorized to determine the amount of bonds issued for capital projects permitted by the laws of the State of Maryland and of the County and the County Charter, in excess of the amount needed to finance such capital projects and to apply such excess amount to (i) finance an Authorized Capital Project as defined in this Act or a capital project defined as an authorized capital project in a previous act of the County Council, (ii) the refunding of such bonds or (iii) debt service on such bonds.

The County Executive may transfer appropriations between capital projects equal to the amount determined to be in excess of the amount not needed to finance the Authorized Capital Projects as defined in this Act or a capital project defined as an authorized capital project in a previous act of the County Council.

SECTION 16. BE IT FURTHER ENACTED that, for the purpose of paying the interest on and redeeming and paying the Bonds, as they respectively mature or become subject to mandatory redemption, the County shall include in the levy in each and every fiscal year during which any of the Bonds are outstanding ad valorem taxes upon all the legally assessable property within the corporate limits of the County in rate and amount sufficient to provide for the payment, when due, of the interest on the Bonds payable during such fiscal year and the principal of all of the Bonds due in each such fiscal year; and in the event the proceeds from taxes so levied in any such fiscal year shall prove inadequate for such purposes, additional taxes shall be levied, to the extent authorized by law, in succeeding fiscal years to make up such deficiency. The County may apply to the payment of the principal of and interest on the Bonds any funds received by it from the State of Maryland, the United States of America, or any agency or instrumentality thereof, or from any other source, if such funds are granted for the purpose of assisting the County in obtaining public facilities of the class or classes of public facilities for which the Bonds, or the respective portions of the Bonds, are authorized or may be otherwise lawfully applied to such payment; to the extent that any such funds are applied to such purposes in any fiscal year as provided herein, the taxes hereby required to be levied shall be

1 reduced proportionately.

2 The full faith and credit of the County and the taxing power of the County are hereby irrevocably  
3 pledged both to the punctual payment of the maturing principal of and interest on the Bonds as  
4 and when such principal and interest respectively become due, and to the levy and collection of  
5 the taxes hereinabove prescribed as and when such taxes become necessary in order to provide  
6 sufficient funds to meet the debt service requirements of the Bonds. The County hereby  
7 solemnly covenants with each of the registered owners of any of the Bonds to take all action as  
8 may be appropriate from time to time during the period that any of the Bonds remain  
9 outstanding and unpaid to provide the funds necessary to make the principal and interest  
10 payments on the Bonds. The debt service requirements of the Bonds shall have a first and prior  
11 claim on all moneys of the General Fund of the County on a parity with the claim for moneys  
12 required for payment of debt service on all other County general obligation indebtedness  
13 whether issued prior to or after the issuance of the Bonds; it is recognized, however, that some  
14 outstanding general obligation bonds of the County constitute a pledge of the unlimited taxing  
15 power of the County. The County further covenants and agrees with each of the registered  
16 owners of any of the Bonds to levy and collect the taxes hereinabove prescribed.

17 SECTION 17. BE IT FURTHER ENACTED that in the event any official of the County  
18 whose signature shall appear on any Bonds or on other instruments or documents pertaining  
19 thereto, shall cease to be such official prior to the delivery of the Bonds or other instruments or  
20 documents, or in the event that any official shall take office subsequent to the sale of the Bonds,  
21 his or her signature shall nevertheless be valid, sufficient and binding for the purposes herein  
22 intended.

23 SECTION 18. BE IT FURTHER ENACTED that the County Executive shall be the officer  
24 of the County responsible for the issuance of any Bonds within the meaning of the "arbitrage  
25 regulations" (defined below).

26 In the event that Bonds are issued pursuant to this Act with the expectation that interest on  
27 such Bonds will be excludable from gross income for federal income tax purposes, the County  
28 Executive shall be the officer of the County responsible for the execution and delivery (on the  
29 date of issuance of the Bonds) of a certificate of the County (the "Tax and Section 148  
30 Certificate") which complies with the requirements of Section 148 of the Internal Revenue Code  
31 of 1986, as amended ("Section 148"), and the applicable regulations thereunder (the "arbitrage

1 regulations"), and such official is hereby directed to execute the Tax and Section 148 Certificate  
2 and to deliver the same to bond counsel or co-bond counsel on the date of the issuance of the  
3 Bonds.

4 The County shall set forth in the Tax and Section 148 Certificate its reasonable  
5 expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds  
6 of the Bonds, or of any moneys, securities or other obligations on deposit to the credit of any  
7 account of the County which may be deemed to be proceeds of the Bonds pursuant to Section  
8 148 or the arbitrage regulations (collectively, "Bond Proceeds"). The County covenants that the  
9 facts, estimates and circumstances set forth in the Tax and Section 148 Certificate will be based  
10 on the County's reasonable expectations on the date of issuance of the Bonds and will be, to the  
11 best of the certifying official's knowledge, true and correct, as of that date. The County shall also  
12 set forth in the Tax and Section 148 Certificate any elections provided for or permitted under the  
13 provisions of the Internal Revenue Code of 1986, as amended, that the official executing the Tax  
14 and Section 148 Certificate deems advisable.

15 In the event that Bonds are issued pursuant to this Act with the expectation that interest on  
16 such Bonds will be excludable from gross income for federal income tax purposes, the County  
17 covenants with each of the registered owners of any of the Bonds that it will not make, or (to the  
18 extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds  
19 which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 and the  
20 arbitrage regulations. The County further solemnly covenants that it will comply with Section  
21 148 and the regulations thereunder which are applicable to the Bonds on the date of issuance  
22 thereof and which may subsequently lawfully be made applicable thereto as long as the Bonds  
23 remain outstanding and unpaid. The County Executive is hereby authorized and directed to  
24 prepare or cause to be prepared and to approve and execute, respectively, any certification,  
25 opinion or other document, including, without limitation, the Tax and Section 148 Certificate  
26 which may be required to assure that the Bonds will not be deemed to be "arbitrage bonds"  
27 within the meaning of Section 148 and the regulations thereunder.

28 In the event that Bonds are issued pursuant to this Act with the expectation that interest on  
29 such Bonds will be excludable from gross income for federal income tax purposes, the County  
30 Executive may make such covenants or agreements in connection with the issuance of such  
31 Bonds as he or she shall deem advisable in order to assure the registered owners of such Bonds

1 that interest thereon shall be and remain excludable from gross income for federal income tax  
 2 purposes, and such covenants or agreements shall be binding on the County so long as the  
 3 observance by the County of any such covenants or agreements is necessary in connection with  
 4 the maintenance of the exclusion of the interest on such Bonds from gross income for federal  
 5 income tax purposes. The foregoing covenants and agreements may include such covenants or  
 6 agreements on behalf of the County regarding compliance with the provisions of the Internal  
 7 Revenue Code of 1986, as amended, as the County Executive shall deem advisable in order to  
 8 assure the registered owners of such Bonds that the interest thereon shall be and remain  
 9 excludable from gross income for federal income tax purposes, including (without limitation)  
 10 covenants or agreements relating to the investment of Bond Proceeds, the payment of certain  
 11 earnings resulting from such investment to the United States (or certain payments in lieu thereof  
 12 as provided in the Internal Revenue Code of 1986, as amended), limitations on the times within  
 13 which, and the purpose for which, Bond Proceeds may be expended, or the use of specified  
 14 procedures for accounting for and segregating Bond Proceeds. Any covenant or agreement made  
 15 pursuant to this paragraph may be set forth in the Tax and Section 148 Certificate.

16 SECTION 19. BE IT FURTHER ENACTED that the County Executive is hereby  
 17 authorized to select and appoint a bank or other financial institution to act as paying agent for the  
 18 payment of the principal and redemption price, if any, of and interest on the Bonds and to act as  
 19 registrar for the Bonds. The selection of the paying agent and bond registrar shall be  
 20 accomplished in accordance with applicable provisions of law. In the event that the Bonds are  
 21 issued in book-entry form, the County Executive may determine that a bond registrar and paying  
 22 agent need not be designated or that the County shall act as bond registrar and paying agent.

23 SECTION 20. BE IT FURTHER ENACTED that the powers granted by this Act are  
 24 additional and cumulative and the Bonds authorized by this Act may be issued, notwithstanding  
 25 that other bond acts or laws may provide for the issuance of other bonds or the borrowing of  
 26 money for the same or similar purposes on the same or other terms and conditions. This Act shall  
 27 be liberally construed to effectuate its purposes, namely, to authorize the borrowing of money  
 28 and the incurring of indebtedness to finance the Authorized Capital Projects set forth in this Act.  
 29 Provisions of this Act shall be deemed met and satisfied if there is substantial compliance with  
 30 such provisions. This Act is not intended to provide or imply that this Act or any prior act not  
 31 containing a similar provision precludes the County from exercising any power or prerogative

provided by this Act or any other law whether exercised solely pursuant to such other law or in conjunction with the powers provided by this Act so that, without limiting the generality of this Section, the County may exercise the power to issue (i) bond anticipation notes (in anticipation of the issuance of bonds pursuant to this Act or otherwise) and grant anticipation notes pursuant to Md. Local Government Code Ann. § 19-211 et seq., as amended, replaced or recodified from time to time, and (ii) bonds (or any related bond anticipation or other notes) authorized by Md. Economic Development Code Ann. § 12-201 et seq., as amended, replaced or recodified from time to time, and in exercising such powers, the County may sell such notes or bonds at private (negotiated) sale as authorized by these or any other applicable laws.

SECTION 21. BE IT FURTHER ENACTED that the County Executive is hereby authorized to select and appoint a bank or other financial institution to act as paying agent for the payment of the principal and redemption price, if any, of and interest on the Bonds and to act as registrar for the Bonds. The selection of the paying agent and bond registrar shall be accomplished in accordance with applicable provisions of law. In the event that the Bonds are issued in book-entry form, the County Executive may determine that a bond registrar and paying agent need not be designated or that the County shall act as bond registrar and paying agent.

SECTION 22. BE IT FURTHER ENACTED that the powers granted by this Act are additional and cumulative and the Bonds authorized by this Act may be issued, notwithstanding that other bond acts or laws may provide for the issuance of other bonds or the borrowing of money for the same or similar purposes on the same or other terms and conditions. This Act shall be liberally construed to effectuate its purposes, namely, to authorize the borrowing of money and the incurring of indebtedness to finance the Authorized Projects set forth in this Act. Provisions of this Act shall be deemed met and satisfied if there is substantial compliance with such provisions. This Act is not intended to provide or imply that this Act or any prior act not containing a similar provision precludes the County from exercising any power or prerogative provided by this Act or any other law whether exercised solely pursuant to such other law or in conjunction with the powers provided by this Act so that, without limiting the generality of this Section, the County may exercise the power to issue (i) bond anticipation notes (in anticipation of the issuance of bonds pursuant to this Act or otherwise) and grant anticipation notes pursuant to Md. Local Government Code Ann. § 19-211 et seq., as amended, replaced, or recodified from time to time, (ii) bonds (or any related bond anticipation or other notes) authorized by Md.

1 Economic Development Code Ann. § 12-201 et seq. as amended, replaced, or recodified from  
 2 time to time, (iii) loan obligations authorized by Title 9, Subtitle 16 of the Environment Article  
 3 of the Annotated Code of Maryland, as amended, replaced, or recodified from time to time, and  
 4 in exercising such powers, the County may sell such notes, bonds or loan obligations at private  
 5 (negotiated) sale as authorized by these or any other applicable laws.

6 SECTION 23. BE IT FURTHER ENACTED that in order to avoid the issuance of a greater  
 7 amount of Bonds for the Authorized Projects listed in the Table of Projects than is needed  
 8 therefor, and in order to permit the construction of such projects to proceed prior to the issuance  
 9 of Bonds and at the same time afford the County maximum flexibility in selecting the most  
 10 advantageous times for such issuance, the County may provide needed capital funds by the issue  
 11 and sale of its bond anticipation notes (the "Notes") pursuant to the authority of Md. Local  
 12 Government Code Ann. § 19-211, as amended, replaced or recodified from time to time (the  
 13 "Bond Anticipation Note Act").

14 (1) The maximum principal amount of such Notes issued pursuant to this Section which  
 15 may be outstanding at any time shall be Three Hundred Ninety-Five Million, One Hundred  
 16 Seventy-Four Thousand Dollars (\$395,174,000) unless and until otherwise provided by the  
 17 County Council by act. The proceeds of the sale of the Notes, after any payment from such  
 18 proceeds of the expenses of issuance of the Notes, shall be expended only on the public purposes  
 19 or any applicable portion thereof for which the Bonds are authorized. Twelve months' interest on  
 20 any issue of Notes, or any renewal thereof, may be paid from the proceeds, or from the proceeds  
 21 of the sale of the Bonds, accounting from the initial date of issue thereof, as determined by the  
 22 County Executive. The Notes may be paid at or prior to maturity from the proceeds of the  
 23 issuance and sale of the Bonds in anticipation of which the Notes were issued or from the  
 24 proceeds of refunding Notes. Except as otherwise provided herein, in the event of such an  
 25 advance refunding, the proceeds of such refunding Bonds or Notes shall be held in escrow, to the  
 26 extent and in the amount necessary  
 27 to refund the outstanding series of Notes, for the benefit of the holders of the outstanding series  
 28 of Notes. Such refunding Notes, if issued, will constitute a reissuance of the Notes authorized by  
 29 this Act and shall not constitute additional indebtedness under such authorization.

30 (2) All or any part of the Notes may be issued in series as funds are required, as determined  
 31 by the County Executive.

(3) The Notes may be sold at, above or below the par value thereof, including Commercial Paper Notes (hereinafter defined) as hereinafter provided; none of such Notes shall bear interest at a rate in excess of the maximum interest rate, if any, specified by the County Council by public local law to be payable on obligations of Prince George's County, Maryland.

(4) With respect to any Notes issued, the County hereby covenants and agrees with the holder or holders thereof to issue, upon its full faith and credit, the Bonds in anticipation of the sale of which the Notes are issued when, and as soon as, the reason for deferring the issuance thereof no longer exists and to pay the principal of and interest on (to the extent such interest has not been capitalized, or otherwise paid, by appropriations from current revenues) such Notes from the proceeds of such Bonds. This covenant shall be binding upon the County notwithstanding any limitation set forth in this Act, including (without limitation) any limitation with respect to the interest rate or rates that the Bonds may bear. If the County shall be unable, for reasons beyond its control, to issue and sell its Bonds as described above, or if the proceeds from the sale of such Bonds shall be insufficient to pay the principal of and interest on any Notes issued, then the revenues from taxes and other sources intended for application to debt service on such Bonds shall be applied to the payment of the interest on and principal of the Notes. The foregoing provisions shall not be construed so as to prohibit the County from paying the principal or redemption price of and interest on any Note issued hereunder from the proceeds of the sale of any other Note issued hereunder, or from any other funds legally available for that purpose.

If the County shall be unable, for reasons beyond its control, to issue and sell its Bonds, or if the proceeds from the sale of such Bonds shall be insufficient to pay the principal of or interest on any Notes issued, then the County shall include in the levy in each and every fiscal year during which any of the Notes are outstanding a direct ad valorem tax upon all property assessed for tax purposes within the Stormwater Management District (except as otherwise provided in Md. Local Government Code Ann. § 21-601 et seq.) at a rate required to produce the amount needed to pay, in addition to the other costs of stormwater management to be paid from amounts in the Stormwater Management District Fund pursuant to Md. Local Government Code Ann. § 21-601 et seq., for the interest on the Notes payable during such fiscal year and the principal of all of the Notes maturing or becoming subject to mandatory sinking fund redemption in each such fiscal year; and in the event the proceeds from taxes so levied in any such fiscal year shall

1 prove insufficient for such purposes, additional taxes, unlimited as to rate and amount, shall be  
2 levied within the Stormwater Management District in succeeding fiscal years to make up such  
3 deficiency, all as authorized and provided for in Md. Local Government Code Ann. § 21-8 601  
4 et seq. The County may apply to the payment of the principal of and interest on the Notes any  
5 funds received by it from the State of Maryland, the United States of America, or any agency or  
6 instrumentality thereof, or from any other source, if such funds are granted for the purposes of  
7 assisting the County in obtaining public facilities of the class or classes of public facilities for  
8 which the Notes, or the respective portions of the Notes, are authorized or may be otherwise  
9 lawfully applied to such payment; to the extent that any such funds are applied to such purposes  
10 in any fiscal year as provided herein, the taxes hereby required to be levied shall be reduced  
11 proportionately.

12 The full faith and credit of the County and the unlimited taxing power of the County are  
13 hereby irrevocably pledged both to the punctual payment of the maturing principal of and  
14 interest on the Notes as and when such principal and interest respectively become due, and to the  
15 levy and collection of the taxes hereinabove prescribed as and when such taxes become  
16 necessary in order to provide sufficient funds to meet the debt service requirements of the Notes.  
17 The County hereby solemnly covenants with each of the owners of any of the Notes to take all  
18 action as may be appropriate from time to time during the period that any of the Notes remain  
19 outstanding and unpaid to provide the funds necessary to make the principal and interest  
20 payments on the Notes. The debt service requirements of the Notes shall have a first and prior  
21 claim on all moneys of the Stormwater Management District Fund on a parity with the claim for  
22 moneys required for payment of debt service on all other County general obligation stormwater  
23 management indebtedness issued pursuant to the authority contained in Md. Local Government  
24 Code Ann. § 21-601 et seq., whether issued prior to or after the issuance of the Notes, and the  
25 other purposes for which funds in the Stormwater Management District Fund may be disbursed  
26 pursuant to Md. Local Government Code Ann. § 21-601 et seq. The County further covenants  
27 and agrees with each of the owners of any of the Notes to levy and collect the taxes hereinabove  
28 prescribed.

29 In addition, there is hereby pledged to the payment of the interest on and redeeming and  
30 paying the Notes, as they respectively mature or become subject to mandatory redemption, the  
31 Clean Water Act Fees collected by the County in accordance with the Stormwater Acts and

1 deposited in the Local Watershed Protection and Restoration Fund. The debt service  
 2 requirements of the Notes shall have a first and prior claim on all Clean Water Act Fees on  
 3 deposit in the Local Watershed Protection and Restoration Fund on a parity with the claim for  
 4 moneys required for payment of debt service on all other County general obligation stormwater  
 5 management indebtedness to which such Clean Water Act Fees shall be pledged, and the other  
 6 purposes for which funds in the Local Watershed Protection and Restoration Fund may be  
 7 disbursed pursuant to the Stormwater Acts.

8 (5) In the event that any Notes (the "Outstanding Notes") issued hereunder are outstanding  
 9 on the date that the Bonds in anticipation of which such Notes are issued are delivered in  
 10 exchange for the purchase price thereof (the "Delivery Date"), the Director of Finance shall  
 11 deposit with the paying agent for the Notes, or a trustee or escrow agent, on the Delivery Date (i)  
 12 cash in an amount equal to the principal of the Outstanding Notes and/or (ii) direct obligations  
 13 of, or obligations the payment of which is unconditionally guaranteed by, the United States of  
 14 America, the principal of and interest on which will be sufficient without reinvestment to pay in  
 15 a timely manner the principal of the Outstanding Notes when due whether at maturity or upon  
 16 prior redemption. Such paying agent or trustee or escrow agent is hereby irrevocably directed to  
 17 apply such cash or the proceeds of such obligations to the payment of the principal of the  
 18 Outstanding Notes when due whether at maturity or upon prior redemption. The County may  
 19 provide such cash or obligations from the proceeds of the sale of such Bonds or from any other  
 20 funds legally available for such purpose. On the Delivery Date, the Director of Finance shall also  
 21 deposit with the paying agent for the Outstanding Notes, or a trustee or escrow agent (i) cash in  
 22 an amount equal to the interest on the Outstanding Notes when due and/or (ii) direct obligations  
 23 of, or obligations the payment of which is unconditionally guaranteed by, the United States of  
 24 America, the principal of and interest on which will be sufficient without reinvestment to pay in  
 25 a timely manner interest on the Outstanding Notes when due, whether at maturity, upon a  
 26 regularly scheduled payment date or upon prior redemption. The County may provide such cash  
 27 obligations from the proceeds of the sale of Bonds available for that purpose or from any other  
 28 funds legally available for such purpose. Notwithstanding the foregoing, if the Delivery Date and  
 29 the date on which the Outstanding Notes mature or are subject to redemption are in different  
 30 fiscal years, and moneys for the payment of the interest on the Outstanding Notes have not been  
 31 finally appropriated in the fiscal year in which the Bonds are delivered, and if the Delivery Date

1 is after the date on which the budget for the succeeding fiscal year has been submitted to the  
 2 County Council and provision for the payment of the interest on such Outstanding Notes has  
 3 been made in such budget, in lieu of the deposit of such cash or obligations for the payment of  
 4 interest on the Outstanding Notes, the County Executive, the Director of Finance and/or the  
 5 Chief Administrative Officer may deliver a certificate on the Delivery Date of the Bonds stating  
 6 that funds sufficient to pay the interest on the Outstanding Notes have been included in the  
 7 budget for the next succeeding fiscal year (it being provided by the Bond Anticipation Note Act  
 8 that the Notes shall be payable from the first proceeds of the sale of the Bonds, or from the tax or  
 9 other revenue which the County shall have previously determined to apply to the payment of the  
 10 Bonds and the interest thereon). Upon the deposit with the paying agent for the Outstanding  
 11 Notes, or a trustee or escrow agent, of cash and/or obligations sufficient to provide for the  
 12 payment of the principal of and interest on such Notes when due, as described above, such Notes  
 13 shall be deemed to be paid and no longer outstanding hereunder.

14 (6) With respect to the authorization, issuance, execution, sale, delivery and payment of and  
 15 for any Notes, the County Executive may determine, approve, authorize or provide for:

- 16 (i) the identification of any series of Notes;
- 17 (ii) the form of any Notes;
- 18 (iii) the denominations of the Notes;
- 19 (iv) the maturity of any Notes;
- 20 (v) the manner of execution and authentication of any Notes;
- 21 (vi) the rate or rates of interest of any Notes or the manner for determining the same;
- 22 (vii) the interest payment dates of any Notes;
- 23 (viii) the redemption provisions applicable to any Notes;
- 24 (ix) the manner of sale of any Notes, which may be by private (negotiated) sale  
 25 or at public sale, and the procedures to be followed in connection with any such sale;
- 26 (x) the form and manner of execution and delivery of documents necessary or deemed  
 27 appropriate in connection with the authorization, issuance, execution, sale, delivery and payment  
 28 of and for any Notes; and
- 29 (xi) such other matters not inconsistent with the provisions of this Act as are necessary  
 30 or deemed appropriate to accomplishing the issuance and sale of Notes hereunder, including  
 31 other matters specifically authorized by the Bond Anticipation Note Act.

1 (7) As determined by the County Executive, the Notes (or any portion of them, as  
2 applicable) may be issued, sold and delivered as a single series of Notes or as two or more series  
3 of Notes, or may be consolidated for issuance, sale and delivery with other notes of the County  
4 (including notes sold for new money and/or refunding purposes) as contemplated by Md. Local  
5 Government Code Ann. § 19-101, as amended, replaced or recodified from time to time.

6 (8) References to "Bonds" in Section 12 of this Act shall be deemed to include Notes.

7 (9) The authority conferred on the County Executive in Section 13 of this Act in connection  
8 with the issuance of Bonds hereunder, with respect to the appointment of paying agents and a  
9 registrar, may also be exercised with respect to the issuance and sale of Notes hereunder.

10 (10) References to "Bonds authorized by this Act" in Section 14 of this Act shall be deemed  
11 to include Notes, unless the context clearly requires otherwise.

12 (11) Pursuant to the Bond Anticipation Note Act, the County is hereby authorized to issue  
13 the aforementioned Notes as notes in the nature of commercial paper and to establish a  
14 commercial paper program. Accordingly, the County is hereby authorized to issue two or more  
15 separate and distinct series of its Notes, which may include (1) a series of its Notes in the nature  
16 of tax-exempt commercial paper (the "Commercial Paper Notes") and (2) a series of its Notes in  
17 connection with a liquidity facility, such as a revolving loan agreement, or a series of its Notes in  
18 connection with a credit facility, such as a letter of credit and related agreements (collectively,  
19 the "Revolving Loan Notes") (the Commercial Paper Notes and the Revolving Loan Notes being  
20 collectively referred to herein as the "Program Notes"). The word "Notes," as used in this Act,  
21 includes Program Notes, and it is intended that the provisions of this Act applying to Notes shall  
22 include Program Notes unless the context clearly requires a contrary meaning. For the purposes  
23 of this Act, the term "principal amount," when used with respect to the Program Notes, shall  
24 mean (i) in the case of Commercial Paper Notes, the face amount of any such Commercial Paper  
25 Note, less any original issue discount on such Commercial Paper Note, and (ii) in the case of  
26 Revolving Loan Notes, the principal amount actually advanced under the applicable liquidity  
27 facility or credit facility that is evidenced by any such Revolving Loan Note. Accordingly, it is  
28 contemplated by this Act that the aggregate face amount of the Program Notes that may be  
29 outstanding from time to time hereunder, together with other Notes issued hereunder and  
30 outstanding from time to time, may exceed the aggregate principal amount of Notes authorized  
31 to be outstanding hereunder at any one time.

1 Without limiting the generality of other provisions of this Act, the County Executive may  
2 determine, approve, authorize or provide for:

3 (i) procedures to facilitate the prompt determination and approval of matters in  
4 connection with the authorization, issuance, execution, sale, delivery and payment of and for  
5 Program Notes;

6 (ii) the form and manner of execution and delivery of documents necessary or deemed  
7 appropriate in connection with the authorization, issuance, execution, sale, delivery and payment  
8 of and for Program Notes;

9 (iii) the selection of any trustee, issuing agent, payment agent, commercial paper  
10 dealer, credit or liquidity facility provider or other provider of financial or related services  
11 necessary or deemed appropriate to the authorization, issuance, execution, sale, delivery and  
12 payment of and for Program Notes; and

13 (iv) such other matters not inconsistent with this Act necessary or deemed appropriate  
14 to accomplishing the authorization, issuance, execution, sale, delivery and payment of and for  
15 Program Notes.

16 SECTION 24. BE IT FURTHER ENACTED that it is hereby found and determined as  
17 follows: (i) it is in the best interest of the County to be able to implement a flexible approach to  
18 borrowing (that is, one which provides the ability to utilize variable rate demand obligations, tax-  
19 exempt commercial paper and short-term municipal obligations [collectively, "Variable Rate  
20 Demand Obligations"]); (ii) there is an expanding market for Variable Rate Demand Obligations,  
21 which have varying and flexible maturities or redemption features, tender or purchase dates and  
22 bear interest at variable rates established by a remarketing agent on the basis of current market  
23 conditions, or combinations of such maturities or redemption, tender or purchase dates and rates  
24 and to access this market the County must establish procedures consistent with market practices  
25 for Variable Rate Demand Obligations; and (iii) existing practices in the market for Variable  
26 Rate Demand Obligations and existing requirements of nationally recognized rating agencies  
27 require that there be available to the issuer of Variable Rate Demand Obligations a supporting  
28 credit or liquidity facility, such as a letter of credit, line of credit or revolving loan agreement,  
29 pursuant to which an alternate source of borrowing will be available during any period in which  
30 such obligations cannot be remarketed or sold.

31 Notes or Bonds are hereby authorized to be issued as short-term or demand obligations or

commercial paper, defined above as Variable Rate Demand Obligations, including obligations that are required to be purchased or redeemed prior to stated maturity dates, bear interest at variable rates and mature on dates established from time to time by a remarketing agent on the basis of current market conditions. If any Bonds or Notes issued in accordance with this Section 16 provide for the optional or mandatory redemption, tender or purchase thereof prior to stated maturity dates, the form of Bond or Note (as the case may be) may provide, to the extent permitted by law and determined by the County Executive that the full faith and credit and unlimited taxing power of the County are pledged to the payment of the purchase or redemption price on the due dates for such payments.

Without limiting the generality of other provisions of this Act, the County Executive may determine, approve, authorize or provide for:

(i) procedures for the determination of the interest rates, the interest payment dates, the maturities and any optional or mandatory redemption, tender or purchase dates of Bonds or Notes described in this Section 16 in order to implement the financing authorized hereby;

(ii) the form and manner of execution and delivery of documents necessary or deemed appropriate in connection with the authorization, issuance, execution, sale, delivery and payment of and for Variable Rate Demand Obligations;

(iii) the selection of any trustee, issuing agent, paying agent, tender agent, credit or liquidity facility provider or other provider of financial or related services necessary or deemed appropriate to the authorization, issuance, execution, sale, delivery and payment of and for Variable Rate Demand Obligations; and

(iv) such other matters not inconsistent with this Act necessary or deemed appropriate to accomplishing the authorization, issuance, execution, sale, delivery and payment of and for Variable Rate Demand Obligations.

SECTION 25. BE IT FURTHER ENACTED that Md. Local Government Code Ann. § 19-207, as amended, replaced or recodified from time to time (the "Refunding Act"), provides that refunding bonds may be issued by the County for certain public purposes specified in the Refunding Act, including realizing savings to the County in the aggregate cost of debt service on either a direct comparison or present value basis or debt restructuring that in the aggregate effects such a reduction in the cost of debt service. The County Council of Prince George's County, Maryland, hereby finds and determines that the issuance of refunding bonds pursuant to

1 the terms and requirements of this Act in order to refund all or a portion of the outstanding  
 2 principal amount of the Bonds will effectuate and accomplish the public purpose of realizing  
 3 savings to the County in the aggregate cost of debt service on either a direct comparison or a  
 4 present value basis or of debt restructuring that in the aggregate effects such a reduction in the  
 5 cost of debt service.

6 SECTION 26. BE IT FURTHER ENACTED that, acting pursuant to the authority of the  
 7 Refunding Act , the County Charter, this Act and certain other authority pursuant to which the  
 8 Bonds will be issued, the issuance and sale of bonds (the "Refunding Bonds") of Prince George's  
 9 County, Maryland, which may be issued in one or more series from time to time as hereinafter  
 10 provided, are hereby authorized in an aggregate principal amount not to exceed 150% of the  
 11 aggregate outstanding principal amount of the Bonds to be refunded thereby (the "Refunded  
 12 Bonds") in order to provide funds sufficient (a) to purchase direct obligations of, or obligations  
 13 the timely payment of the principal of and interest on which is unconditionally guaranteed by,  
 14 the United States of America ("Government Obligations"), the principal of and interest on which  
 15 will be sufficient without reinvestment, together with any available cash, to pay in a timely  
 16 manner all or any part of the principal of and redemption premium, if any, and interest on the  
 17 Refunded Bonds, and (b) to pay any and all other costs permitted to be paid from the proceeds of  
 18 such Refunding Bonds under the Refunding Act, including (without limitation) funded interest,  
 19 the costs of issuance of such Refunding Bonds (including without limitation any bond insurance  
 20 premium payable by the County) and applicable underwriting fees.

21 SECTION 27. BE IT FURTHER ENACTED that the Refunding Bonds hereby authorized  
 22 may be sold for a price at, above, or below par, plus, if so determined by the County Executive,  
 23 accrued interest to the date of delivery. The Refunding Bonds shall be sold at private  
 24 (negotiated) sale, and such procedure is hereby determined to be in the public interest due to the  
 25 ability to negotiate flexible terms and achieve a beneficial interest rate or rates and the flexibility  
 26 to time the date of sale to maximum savings or achieve other public purposes permitted by the  
 27 Refunding Act. Notwithstanding the foregoing, if the County Executive subsequently determines  
 28 that it is in the best interests of the County to sell any or all of the Refunding Bonds after first  
 29 soliciting competitive bids at public sale, then the County Executive may provide for the sale of  
 30 such Refunding Bonds in such manner and in accordance with such procedures as he or she shall  
 31 deem appropriate; provided, however, that such procedures shall be substantially similar to the

1 procedures for public sale with competitive bidding normally used by the County in connection  
 2 with the sale of its general obligation bonds. Refunding Bonds issued hereunder are hereby  
 3 specifically exempted from the provisions of Md. Local Government Code Ann. §§ 19-204, 19-  
 4 205 and 19-206, as amended, replaced or recodified.

5 SECTION 28. BE IT FURTHER ENACTED that as determined by the County Executive,  
 6 the Refunding Bonds (or any portion of them, as applicable) may be issued, sold and delivered as  
 7 a single series of Refunding Bonds or as two or more series of Refunding Bonds, or may be  
 8 consolidated for issuance, sale and delivery with other bonds of the County (including bonds  
 9 sold for new money and/or refunding purposes) as contemplated by Md. Local Government  
 10 Code Ann. § 19-101 and 19-103, as amended, replaced or recodified from time to time. The  
 11 Refunding Bonds of each series issued solely pursuant to the authority of this Act shall each be  
 12 designated "Prince George's County, Maryland General Obligation Public Improvement  
 13 Refunding Bonds, Series 20\_\_," and the Refunding Bonds of each series consolidated for  
 14 issuance with other bonds of the County as authorized by this Section 22 shall each be  
 15 designated "Prince George's County, Maryland General Obligation Consolidated Public  
 16 Improvement Refunding Bonds, Series 20\_\_", and the Refunding Bonds of each series sold  
 17 solely pursuant to the authority of this Act shall each be designated "Prince George's County,  
 18 Maryland Stormwater Management Refunding Bonds, Series \_\_ 20 ," and the Refunding Bonds  
 19 of each series consolidated for issuance with other bonds of the County as authorized by this  
 20 Section 20 shall each be designated "Prince George's County, Maryland Consolidated  
 21 Stormwater Management Refunding Bonds, Series 20\_\_", and, in the event any such Refunding  
 22 Bonds are issued at more than one time, the County Executive may specify such additional  
 23 designation as he or she shall deem appropriate Moreover, the County Executive is hereby  
 24 authorized to provide such other or alternative designation as he or she deems necessary or  
 25 convenient.

26 Upon consolidation of any of the Refunding Bonds with general obligation bonds issued  
 27 pursuant to Md. Local Government Code Ann. § 10-203, as amended, and determination of the  
 28 County Executive, there shall be pledged to the payment of said Refunding Bonds the full faith  
 29 and credit of the County and the power of the County to levy ad valorem taxes upon all the  
 30 legally assessable property within the corporate limits of the County (in addition to the pledge  
 31 and levy of taxes within the Stormwater Management District and the pledge of Clean Water Act

1 Fees effected pursuant to Section 22 hereof).

2 SECTION 29. BE IT FURTHER ENACTED that pursuant to this Act, the County  
3 Executive shall determine (a) the principal amounts and maturities of each series of Refunding  
4 Bonds to be issued and (b) the portions of each series of Refunded Bonds to be refunded with the  
5 proceeds of each series of Refunding Bonds; provided, however, that the issuance of any series  
6 of Refunding Bonds to refund all or any portion of one or more series of Refunded Bonds will  
7 effectuate and accomplish the public purpose of realizing savings to the County in the aggregate  
8 cost of debt service on either a direct comparison or a present value basis with respect to the  
9 portion of any series of Refunded Bonds being refunded or debt restructuring that in the  
10 aggregate effects such a reduction in the cost of debt service.

11 There may be printed on the reverse side of each series of Refunding Bonds issued  
12 hereunder the text of the applicable approving legal opinion with respect thereto, and any such  
13 text shall be duly certified by the manual or facsimile signature of the County Executive of the  
14 County.

15 Each series of Refunding Bonds shall be in the form set forth in Attachment 2 attached to  
16 and made a part of this Act with such changes in designation and purpose to reflect that such  
17 Refunding Bonds are refunding bonds, and Refunding Bonds issued substantially in compliance  
18 with such form, with appropriate insertions as therein indicated, when properly executed and  
19 authenticated as described above, shall be deemed to constitute unconditional general obligations  
20 of the County, to the payment of which, in accordance with the terms thereof, its full faith and  
21 credit are pledged, and all the covenants and conditions contained in such Refunding Bonds shall  
22 be deemed to be binding upon the County in accordance therewith. Authority is hereby conferred  
23 on the County Executive to fill the blanks in such form with the required information, to insert  
24 applicable paragraphs as indicated and to make such additions, deletions and substitutions in  
25 such form, not inconsistent with this Act or the Refunding Act, as may be necessary or desirable  
26 in the sale of any such series of Refunding Bonds, including (without limitation) such changes as  
27 may be necessary to permit the establishment of a central depository or book-entry system with  
28 respect to such series of Refunding Bonds.

29 SECTION 30. BE IT FURTHER ENACTED that, for the purpose of paying the interest  
30 and redeeming and paying the Refunding Bonds, as they respectively mature or become subject  
31 to mandatory redemption, the County shall include in the levy in each and every fiscal year

1 during which any of the Refunding Bonds are outstanding a direct ad valorem tax upon all  
 2 legally assessable property assessed for tax purposes within the corporate limits of the County  
 3 and Stormwater Management District (except as otherwise provided pursuant to Md. Local  
 4 Government Code Ann. § 21-601 et seq.) at a rate required to produce the amount needed to pay,  
 5 in addition to the other costs of stormwater management to be paid for from amounts in the  
 6 Stormwater Management District Fund, for the interest on the Refunding Bonds payable during  
 7 such fiscal year and the principal of all of the Refunding Bonds maturing or becoming subject to  
 8 mandatory redemption in each such fiscal year; and in the event the proceeds from taxes so  
 9 levied in any such fiscal year shall prove insufficient for such purposes, additional taxes,  
 10 unlimited as to rate or amount, shall be levied within the Stormwater Management District in  
 11 succeeding fiscal years to make up such deficiency, all as authorized and provided for in Md.  
 12 Local Government Code Ann. § 21-601 et seq. The County may apply to the payment of the  
 13 principal of and interest on the Refunding Bonds any funds received by it from the State of  
 14 Maryland, the United States of America, or any agency or instrumentality thereof, or from any  
 15 other source, if such funds are granted for the purpose of assisting the County in obtaining public  
 16 facilities of the class or classes of public facilities for which the Refunded Bonds refunded with  
 17 the proceeds of the Refunding Bonds issued pursuant to this Act, or the respective portions of  
 18 such Refunded Bonds, are authorized or may be otherwise lawfully applied to such payment; to  
 19 the extent that any such funds are applied to such purposes in any fiscal year as provided herein,  
 20 the taxes hereby required to be levied shall be reduced proportionately.

21 The full faith and credit of the County and the unlimited taxing power of the County are  
 22 hereby irrevocably pledged both to the punctual payment of the maturing principal of and  
 23 interest on the Refunding Bonds as and when such principal and interest respectively become  
 24 due, and to the levy and collection of the taxes hereinabove prescribed as and when such taxes  
 25 become necessary in order to provide sufficient funds to meet the debt service requirements of  
 26 the Refunding Bonds. The County hereby solemnly covenants with each of the registered owners  
 27 of any of the Refunding Bonds to take all action as may be appropriate from time to time during  
 28 the period that any of the Refunding Bonds remain outstanding and unpaid to provide the funds  
 29 necessary to make the principal and interest payments on the Refunding Bonds. The debt service  
 30 requirements of the Refunding Bonds shall have a first and prior claim on all moneys of the  
 31 Stormwater Management District Fund on a parity with the claim for moneys required for

1 payment of debt service on all other County general obligation stormwater management bonds  
 2 issued pursuant to the authority contained in Md. Local Government Code Ann. § 21-601 et seq.,  
 3 whether issued prior to or after the issuance of the Refunding Bonds, and the other purposes for  
 4 which funds in the Stormwater Management District Fund may be disbursed pursuant to Md.  
 5 Local Government Code Ann. § 21-601 et seq.,. The County further covenants and agrees with  
 6 each of the registered owners of any of the Refunding Bonds to levy and collect the taxes  
 7 hereinabove prescribed.

8 In addition, there is hereby pledged to the payment of the interest on and redeeming and  
 9 paying the Refunding Bonds, as they respectively mature or become subject to mandatory  
 10 redemption, the Clean Water Act Fees collected by the County in accordance with the  
 11 Stormwater Acts and deposited in the Local Watershed Protection and Restoration Fund. The  
 12 debt service requirements of the Refunding Bonds shall have a first and prior claim on all Clean  
 13 Water Act Fees on deposit in the Local Watershed Protection and Restoration Fund on a parity  
 14 with the claim for moneys required for payment of debt service on all other County general  
 15 obligation stormwater management bonds to which such Clean Water Act Fees shall be pledged,  
 16 and the other purposes for which funds in the Local Watershed Protection and Restoration Fund  
 17 may be disbursed pursuant to the Stormwater Acts.

18 SECTION 31. BE IT FURTHER ENACTED that, with respect to each series of Refunding  
 19 Bonds sold pursuant to this Act, authority is hereby conferred on the County Executive to take  
 20 the following actions and make the following commitments on behalf of the County:

21 (a) in the event any series of Refunding Bonds is sold at private (negotiated) sale as  
 22 authorized by this Act, to sell such series of Refunding Bonds issued under this Act upon such  
 23 terms as he or she deems favorable under the existing market conditions to one or more banks,  
 24 investment banking firms or other financial institutions that, in such official's judgment, offers to  
 25 purchase such series of Refunding Bonds on terms such official deems favorable to the County  
 26 under the existing market conditions;

27 (b) in the event any series of Refunding Bonds is sold at private (negotiated) sale as  
 28 authorized by this Act, to approve, execute and deliver, as a binding and enforceable obligation  
 29 of the County, an underwriting or purchase agreement for any series of Refunding Bonds issued  
 30 pursuant to this Act;

31 (c) after considering any recommendations of the financial advisor to the County, if any, to

1 fix and determine the date of any such series of Refunding Bonds, the schedule of annual  
2 maturities and/or sinking fund installments of any such series, the amount of any such series, the  
3 amounts and particular Refunded Bonds to be refunded with the proceeds of any such series of  
4 Refunding Bonds, and the interest rate or rates to be paid by the County with respect to any such  
5 series, including, without limitation, the payment dates for the payment of interest with respect  
6 to each maturity of any such series and all matters relating to the provision of bond insurance, if  
7 any, on all or any portion of the Refunding Bonds;

8 (d) to determine whether the principal of the Refunded Bonds shall be paid at maturity, at  
9 the earliest redemption date pertaining thereto, or at some later redemption date;

10 (e) in the event that the County Executive determines that it is in the best interests of the  
11 County to sell any such series of Refunding Bonds by soliciting competitive bids at public sale,  
12 to determine the date, time and place when proposals for the purchase of any such series of  
13 Refunding Bonds will be received, to publish and/or otherwise disseminate a suitable notice of  
14 sale or a summary thereof in a manner substantially similar to the procedures for public sale at  
15 competitive bidding normally used by the County in connection with the sale of its general  
16 obligation bonds, and to award any series of Refunding Bonds for which a legally sufficient  
17 proposal has been received to the best bidder;

18 (f) to select and approve the designation of a custodian for a central depository or all  
19 matters relating to registration of the Refunding Bonds under a book-entry system;

20 (g) to select a trust company or other banking institution as trustee, to hold the trust fund  
21 into which the proceeds of the sale of any Refunding Bonds issued hereunder may be deposited  
22 under the Refunding Act, to determine the terms of any such trust fund, including any provisions  
23 relating to the payment of costs related to such trust fund, and to approve and deliver as a  
24 binding commitment of the County a trust or escrow agreement, pursuant to which such trust  
25 fund is established;

26 (h) to determine the manner in which the proceeds of the sale of the Refunding Bonds shall  
27 be applied and to provide for the redemption prior to maturity of any of the Refunded Bonds, as  
28 applicable, not inconsistent with the provisions of this Act or the Refunding Act; and

29 (i) after considering any recommendations of the County's financial advisor, to reserve to  
30 the County the option to redeem or to call for mandatory tender for purchase (and to sell, transfer  
31 or convey any such option to call for mandatory tender for purchase) any such series of

1 Refunding Bonds in whole or in part, at such times and upon payment of such premiums as the  
2 County's financial advisor may recommend.

3 Subject to and in accordance with the provisions of this Act, the County Executive shall  
4 determine for each and every series of Refunding Bonds issued pursuant to and in accordance  
5 with this Act, the matters specified in paragraphs (c), (d), (f), (g), (h) and (i) above and, if a  
6 determination is made to sell any such series of Refunding Bonds by soliciting competitive bids  
7 at public sale, the matters specified in paragraph (e) above for such series of Refunding Bonds.

8 SECTION 32. BE IT FURTHER ENACTED that, to the extent applicable with respect to  
9 any of the Authorized Projects, the County is hereby authorized pursuant to this Act and the  
10 Maryland Water Quality Financing Administration Act, Sections 9-1601 to 9-1622, inclusive, of  
11 the Environment Article of the Annotated Code of Maryland, as amended, replaced or recodified  
12 (the "Water Quality Act"), to issue and sell by private sale to the Maryland Water Quality  
13 Financing Administration (the "Water Quality Administration") any of the Bonds or Refunding  
14 Bonds (or applicable portion thereof) authorized pursuant to this Act in order to evidence a loan  
15 or loans (each, the "Loan") made by the Water Quality Administration to the County under one  
16 or more loan agreements (each, the "Loan Agreement") between the County and the Water  
17 Quality Administration with respect to any of the Authorized Projects. The County Executive is  
18 hereby authorized to approve the terms and conditions of and execute and deliver the Loan  
19 Agreement on behalf of the County in accordance with the provisions of the Water Quality Act.  
20 As authorized by the Water Quality Act and if required by the Water Quality Administration, the  
21 County hereby pledges any moneys that the County is entitled to receive from the State of  
22 Maryland, including the County's share of the State income tax, to secure its obligations under  
23 the Loan Agreement. Any such pledge shall be evidenced and detailed in the Loan Agreement.  
24 The Loan Agreement and all the covenants and conditions set forth therein, including, without  
25 limitation, the requirement to make payments to the Water Quality Administration of the annual  
26 administrative fee, to pay interest at the default interest rate provided for therein, and, if so  
27 required by the Water Quality Administration, to establish and maintain a debt service reserve  
28 account shall be an obligation of the County in accordance with the provisions of Water Quality  
29 Act.

30 SECTION 33. BE IT FURTHER ENACTED that (1) references to "Bonds" in Sections 3,  
31 4, 7, 8, 9, 10, 11, 12, 13 and 14 of this Act shall be deemed to include the Refunding Bonds and

1 (2) references to "Bonds authorized by this Act" in Section 14 of this Act shall be deemed to  
2 include the Refunding Bonds, unless the context clearly indicates otherwise.

3 SECTION 34. BE IT FURTHER ENACTED that, pursuant to Md. Local Government  
4 Code Ann. § 19-204, as amended, replaced or recodified from time to time (the "Registration  
5 Statute"), the Bonds, the Notes or the Refunding Bonds issued hereunder may be issued in  
6 "registered form" within the meaning of the Registration Statute, as may be determined by the  
7 County Executive, who may determine, approve or authorize the selection of trustees, transfer  
8 agents, registrars, paying or other agents, a custodian for a central depository or book-entry  
9 system and appropriate agreements with any of the foregoing and such other matters not  
10 inconsistent with this Act necessary or deemed appropriate in connection with the issuance of the  
11 Bonds, the Notes or the Refunding Bonds in "registered form" within the meaning of the  
12 Registration Statute.

13 SECTION 35. BE IT FURTHER ENACTED that, the County Executive is hereby  
14 authorized, on behalf of the County, to make such undertakings, covenants or agreements for the  
15 benefit of the holders of the Bonds, the Notes (including, without limitation, the Program Notes)  
16 or the Refunding Bonds, as applicable, with regard to secondary market disclosure as shall be  
17 necessary or appropriate to comply with the provisions of Securities and Exchange Commission  
18 Rule 15c2-12, as amended, modified or replaced from time to time ("SEC Rule 15c2-12"). Such  
19 authority shall include (without limitation) the power to approve and enter into continuing  
20 disclosure or dissemination agreements with any third party; the power to amend or modify any  
21 such undertakings, covenants, agreements, or continuing disclosure or dissemination agreements,  
22 to the extent permitted by SEC Rule 15c2-12; and the power to provide for the insertion of a  
23 description regarding any such secondary market disclosure covenants or agreements in any  
24 applicable notice of sale, bond purchase agreement or other purchase contract, and any  
25 preliminary or final official statement, offering circular, official circular or similar offering  
26 document. Such undertakings, covenants or agreements shall be binding upon the County and  
27 the County hereby covenants and agrees to abide by any such undertakings, covenants or  
28 agreements made in accordance with this Section for the benefit of the holders of the Bonds, the  
29 Notes or the Refunding Bonds, as applicable.

30 SECTION 36. BE IT FURTHER ENACTED that pursuant to the authority of Md. Local  
31 Government Code Ann. § 19-236, as amended, replaced or recodified from time to time

1 ("Section 19-236"), the County may enter into one or more interest rate exchange agreements or  
 2 contracts providing for payments based on levels of or changes in interest rates, or combinations  
 3 of the foregoing, in order to improve the management of debt service or interest rate risks on all  
 4 or any portion of the Bonds, the Notes or the Refunding Bonds authorized hereby (the  
 5 "Obligations") or to reduce the cost of servicing all or any portion of such Obligations. Any such  
 6 interest rate exchange agreement or contract may be entered into in connection with, or  
 7 incidental to, all or any portion of the Obligations prior to, at the time of, or subsequent to, the  
 8 issuance of any such Obligations, and may apply to such Obligations and any other general  
 9 obligation bonds or notes, revenue bonds or notes, or other evidences of indebtedness by  
 10 whatever name known or funds secured, issued by the County. In connection with any such  
 11 interest rate exchange agreements or contracts, the County may appoint any agents necessary to  
 12 implement and administer such agreements or contracts. Unless contrary to the provisions of  
 13 Section 19-236 or other applicable law, the County Executive is hereby authorized to determine,  
 14 approve, authorize or provide for, after giving due consideration to the creditworthiness of the  
 15 counterparty or counterparties and after consulting with the Director of Finance of the County  
 16 and, if applicable, the financial advisor to the County: (1) the terms and conditions of the  
 17 transaction, the final form of the agreement or contract and the final terms and conditions of the  
 18 agreement or contract and (2) the appointment of any agents necessary to implement and  
 19 administer such agreements or contracts and the terms of compensation therefor. Nothing  
 20 contained in this Act shall be deemed to preclude the County Council by resolution from making  
 21 or providing for any of the determinations authorized by Section 19-236. The provisions of this  
 22 Section 28 shall be liberally construed to effectuate the provisions of Section 19-236.

23 SECTION 37. BE IT FURTHER ENACTED that any and all determinations, approvals,  
 24 authorizations, decisions, undertakings, specifications, covenants, agreements or provisions (by  
 25 whatever terminology so specified) authorized to be made by the County Executive pursuant to  
 26 the provisions of this Act shall be made by order of the County Executive unless otherwise  
 27 expressly provided herein; provided that, unless contrary to the provisions of the County Charter  
 28 or other applicable law, the County Executive is hereby expressly authorized to delegate by  
 29 order to such official or officials designated in such order the power to make any such  
 30 determinations, approvals, authorizations, decisions, undertakings, specifications, covenants,  
 31 agreements or provisions or other matters and the manner in which to evidence the same. In

1 addition, unless contrary to the provisions of the County Charter or other applicable law, the  
2 County Executive is hereby authorized by order to delegate to one or more appropriate County  
3 officials the authority granted to the County Executive by this Act to sign any documents,  
4 certificates or instruments, or to specify that one or more appropriate County officials in addition  
5 to the County Executive shall sign any such documents, certificates or instruments.

6 SECTION 38. BE IT FURTHER ENACTED that if any one or more of the provisions of  
7 this Act, including any covenants or agreements provided herein on the part of the County to be  
8 performed, should be contrary to law, then such provision or provisions shall be null and void  
9 and shall in no way affect the validity of the other provisions of this Act or of the Bonds, the  
10 Notes or the Refunding Bonds.

11 SECTION 39. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
12 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
13 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
14 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
15 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
16 Act, since the same would have been enacted without the incorporation in this Act of any such  
17 invalid or unconstitutional word, phrase, clause, sentence, subparagraph, subsection, or section.

18 SECTION 40. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
19 calendar days after it becomes law.

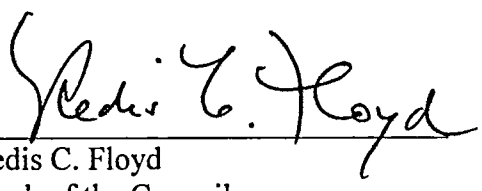
Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

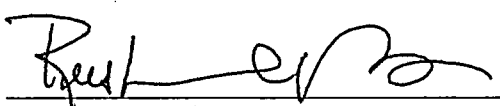
ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 11/14/2018

BY:

  
Rushern L. Baker, III  
County Executive

## Attachment 1

[illegible]

PEDESTRIAN SAFETY IMPROVEMENTS	FD661221	4.66.0040	36,899	-327	2,820	0	0	6,008	26,101	1,970	15	CB-043-16
PLANNING AND SITE ACQUISITION 2	FD661003	9.66.0001	2,764	0	795			742	3,680	7	25	CB-043-16
SCHOOL ACCESS PROJECTS	FD669761	4.66.0033	7,133		500			4,834		1,769	15	CB-049-12
STREET LIGHTS & TRAFFIC SIGNALS 2	FD661041	1.66.0001	48,104	668	2,519	0	0	19,652	25,510	423	15	CB-037-08
STREET TREE REMOVAL AND REPLACEMENT	FO664271	4.66.0021	13,411	900	2,000			4,053	8,000	1,358	15	CB-043-16
TRANSPORTATION ENHANCEMENTS 2	FD661061	4.66.0005	30,995	-124	2,112	0	0	9,678	18,575	630	15	
Subtotal				14,548	57,237	30,863		239,187	277,781	37,231		
LIBRARY												
HYATTSVILLE BRANCH REPLACEMENT	HL718813	4.71.0001	34,715	18,627	8,090	0	0	13,230	15,395	0	25	CB-045-16
LIBRARY BRANCH RENOVATIONS 2	HL719163	4.71.0002	35,673	111	2,584	0	0	15,827	17,079	183	15	CB-046-12
SURRATTS-CLINTON BRANCH RENOVATION	HL719513	4.71.0005	9,108	0	1,697			802	6,809	0	15	CB-045-14
Subtotal				18,738	10,371	0	0	29,859	39,032	183		
HEALTH												
HEALTH FACILITIES RENOVATIONS	II700123	4.70.0001	6,143	500	434			2,775	2,934	0	15	CB-047-16
REGIONAL HEALTH AND HUMAN SERVICES CENTER	II700034	3.70.0001	45,250	5,250	24,744			20,506			25	CB-036-08
Subtotal				5,750	25,178	0	0	21,281	2,934	0		
CORRECTIONS												
DETENTION CENTER HOUSING RENOVATIONS	JT561573	4.56.0001	20,813	3,186	2,665	0	0	10,904	5,550	1,694	15	CB-044-16
MEDICAL UNIT RENOVATION & EXPANSION	JT562173	4.56.0005	14,633	0	6,931			2,642	1,612		25	CB-044-16
Subtotal				3,186	9,596	0	0	13,546	7,162	1,694		
COURTS												
COURTHOUSE RENOVATIONS & SECURITY UP	QO050002		31,374		5,000			16,374	10,000			CB-047-16
Subtotal				0	5,000	0	0	16,374	10,000	0		
POLICE												
FORENSICS RENOVATION	KJ500213	4.50.0001	30,050	0	2,300			4,100	14,050	9,600	15	CB-044-16
TRAINING/ADMINISTRATIVE HEADQUARTERS	KJ500123	3.50.0006	78,219	0	5,500	0	0	52,058	20,661		25	CB-044-16
Subtotal				0	7,800	0	0	56,158	14,050	30,261		
FIRE												
FIRE STATION RENOVATIONS	LK510651	4.51.0008	47,859	1,795	4,000	0	0	20,684	23,175	0	15	CB-044-16
HYATTSVILLE FIRE/EMS STATION #801	LK510010	3.51.0001	14,784	-347	5,141	0	0	4,843	4,800	0	25	CB-044-16
SHADY GLEN FIRE/EMS STATION	LK510083	3.51.0018	10,666	5,250	5,270	0	0	3,396	2,000	0	25	CB-044-16
WATER STORAGE TANKS	LK510700	3.51.0029	2,110	0	225	0	0	685	1,200	0	25	CB-044-16
WEST LANHAM HILLS FIRE/EMS STATION #84	LK510481	4.51.0016	3,500	0	58			3,542	0	0	25	CB-053-10
FIRE STATION ROOF RENOVATIONS	LK510848	4.51.0007	9,403	587	500	0	0	6,203	2,700	0	15	CB-044-16
Subtotal				7,245	15,194	0	0	39,353	33,875	0		
COMMUNITY COLLEGE												
COLLEGE IMPROVEMENTS	OA852213	4.73.0005	13,442	0	835			6,607	6,000		25	CB-046-16
RENOVATE MARLBORO HALL	OA852203	4.73.0008	82,047	0	1,332		49,884	30,831			15	CB-046-16
Subtotal				0	2,167	0	49,884	6,607	36,831	0		
CENTRAL SERVICES												
COUNTY BUILDING RENOVATIONS II	SO300123	4.31.0001	153,746	4,800	6,000	0	0	108,743	30,000	9,003	15	CB-047-16
DRIVER TRAINING FACILITY & GUN RANGE	SR300712	3.31.0009	43,291	0	34,175			7,000	2,116		25	CB-047-16
PRINCE GEORGE'S HOMELESS SHELTER	SN300293	3.31.0003	16,808	10	10,227				6,581		25	CB-047-16
REGIONAL ADMINISTRATION BLDG	SO300313	3.31.0006	62,404	0	5,000			48,944	8,460		25	CB-047-14
Subtotal				4,810	55,402	0	0	164,687	45,041	11,119		
INFORMATION TECHNOLOGY												
ENTERPRISE RESOURCE PLANNING	VR230123	6.23.0001	73,742	14,950	9,245	0	0	64,457			15	CB-047-12
Subtotal				14,950	9,245	0	0	64,457		0		
TOTAL				112,399	308,753							

Project	CIP#		Estimated Cost of Project or Useable Portion	Additional Authorized Principal Amount of Bonds	Programmed FY 2019 Bond Sale	Federal Aid	State Aid	Prior County Bonds	Future County Bonds	Other Funds	Probable Useful Life
<b>STORMWATER</b>											
BEAR BRANCH SUB-WATERSHED	DV542015	5.54.0016	6,419	0	522	0	0	3,503	2,392	0	25
COE COUNTY RESTORATION	DV541685	5.54.0012	37,067	21,728	1,185	0	0	19,904	15,978	0	25
ENDANGERED STRUCTURE ACQUISITION PROGRAM	DV541985	5.54.0014	9,165	1,859	380	0	0	6,505	2,280	0	25
FLOOD PROTECTION AND DRAINAGE IMPROVEMENT	DV540425	5.54.0005	127,987	41,774	19,453	0	0	60,282	48,232	0	25
MAJOR RECONSTRUCTION PROGRAM (DOE)	DV541435	5.54.0011	206,444	27,543	14,238	0	0	103,206	89,000	0	25
MS4/NPDES COMPLIANCE & RESTORATION	DV542105	5.54.0017	217,487		32,325	603	6,537	28,645	149,377	0	25
STORMWATER MANAGEMENT RESTORATION	DV664285	5.66.0002	85,175		6,559	0	0	34,693	43,900	23	25
MAJOR RECONSTRUCTION PROGRAM (DPWT)	FV661435		55,509		11,759	1,000	4,850	0	37,900	0	25
<b>TOTAL Stormwater Bonds</b>				<b>92,904</b>	<b>86,421</b>						

**ATTACHMENT 2  
FORM OF BOND**

REGISTERED

UNITED STATES OF AMERICA  
STATE OF MARYLAND

REGISTERED

No. R-\_\_

\$ \_\_\_\_\_

PRINCE GEORGE'S COUNTY, MARYLAND  
GENERAL OBLIGATION  
[CONSOLIDATED] PUBLIC IMPROVEMENT BOND, SERIES 20\_\_

Interest Rate  
(Per Annum)  
\_\_\_\_\_%

Maturity  
Date  
\_\_\_\_\_

Original Issue  
Date  
\_\_\_\_\_

CUSIP  
Number  
\_\_\_\_\_

Registered Owner: Cede &amp; Co.

Principal Amount: \_\_\_\_\_ Dollars

Prince George's County, Maryland (the "County"), a political subdivision and a body corporate and politic of the State of Maryland, hereby acknowledges itself indebted for value received and promises to pay to the Registered Owner shown above or registered assigns on the Maturity Date shown above the Principal Amount shown above or so much thereof as shall not have been paid upon prior redemption and to pay interest thereon at the Interest Rate shown above. Principal shall be paid by wire or check as determined by the County upon presentation and surrender of this Bond on the date such principal is payable or if such date is not a County Business Day (hereinafter defined) then on the next succeeding County Business Day at the Office of the Director of Finance of the County (the "Paying Agent"). The interest payable on this Bond, and punctually paid or duly provided for on any interest payment date, will be paid semiannually on \_\_\_\_\_ and \_\_\_\_\_ in each year commencing \_\_\_\_\_ 20\_\_ or if such date is not a County Business Day then on the next succeeding County Business Day to the person in whose name this Bond is registered on the registration books (the "Bond Register") maintained by the Bond Registrar (hereinafter named) as of the close of business on the Regular Record Date which shall be the [fifteenth day of the month immediately preceding such interest payment date/first day of the month in which such interest payment date occurs]. Payment of the interest on this Bond shall be by wire or check as determined by the County to such person's address as it appears on the Bond Register. Any such interest not punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner on such Regular Record Date, and may be paid to the person in whose name this Bond is registered as of the close of business on a date to be fixed by the Bond Registrar for the payment of such defaulted interest (the "Special Record Date"), notice of such payment date and the Special Record Date therefor being given by letter mailed first class, postage prepaid, to the Registered Owner of such Bond not less than ten (10) days prior to such Special Record Date, at the address of such Registered Owner appearing on the Bond Register, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Bonds of this issue may be listed and upon such notice as may be required by such exchange. Interest will

accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the Original Issue Date shown above.

“County Business Day” means any date of the year on which (i) banking institutions in New York, New York or in Maryland are not authorized or obligated by law to remain closed or on which the New York Stock Exchange is not closed or (ii) the offices of the County are not authorized or obligated by law or required by an executive order of the County Executive to be closed.

All payments of the principal of, redemption price and interest on this Bond shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

The full faith and credit and taxing power of Prince George’s County, Maryland are hereby irrevocably pledged to the payment of the principal of this Bond and of the interest payable hereon. To provide for the payment of this Bond, the County is empowered and directed to levy ad valorem taxes upon all the legally assessable property within the corporate limits of the County; such tax levy is subject, however, to the limitation set forth in Section 812 and Section 813 of the County Charter. Section 812 provides, in part, that the County shall not levy “a real property tax which would result in a total collection of real property taxes greater than the amount collected in fiscal year 1979; [except that the County] may levy a real property tax which would result in a total collection of real property taxes greater than the amount collected in fiscal year 1979 if the real property tax rate does not exceed Two Dollars and forty cents (\$2.40) for each One Hundred Dollars (\$100.00) of assessed value.” Section 813 provides that any ordinance or resolution levying or charging taxes or certain fees in excess of the amount levied in the preceding fiscal year shall be referred to a referendum of the qualified voters of the County.

In order to make real property tax bills simpler and easier to understand, the Maryland General Assembly enacted Chapter 80 of the Laws of 2000 providing that, beginning in tax year 2001 (Fiscal Year 2002) property tax for real property shall be applied to 100 percent, instead of 40 percent of the value of the real property and that the real property tax rate shall be adjusted to make the impact of revenue neutral. This State law also provides that any limit on a local real property tax rate in a local law or charter provision shall be construed to mean a rate equal to 40 percent times the rate stated in the local law or charter provision. As a result, the nominal real property rate of the County was adjusted to \$0.96/\$100 of the assessed value in FY 2002. In 2012, Maryland Senate Bill 848 provided, under certain circumstances, for the property tax rate to be set higher than the rate authorized under the County’s Charter. Additional revenue as a result of the increase in the property tax rate is for the sole purpose of funding the approved budget of the local school board. In compliance with such State law, County Council Resolution CR-032-2015 set tax rates for Fiscal Year 2016 (including taxes levied with respect to County general obligation bonds issued prior to the effective date of Charter Section 812 and its predecessors) at \$1.00 for real property and \$2.50 for personal property upon each \$100 assessed value of all assessable property, real and personal, assessed according to the State laws and subject to taxation in the County.

The principal of and interest on this Bond are payable from annual appropriations of the proceeds of ad valorem taxes which the County is empowered and directed to levy, subject to said Section 812 and Section 813 limitations, upon all the legally assessable property within the corporate limits of the County. The County has covenanted, subject to said Section 812 and Section 813 limitations, to levy said ad valorem taxes in rate and amount sufficient for such payment in each fiscal year in which provision must be made for the payment of such principal and interest and in the event the proceeds from taxes so levied in any such fiscal year shall prove inadequate for such payment, to levy additional taxes, subject to said limitation, in succeeding fiscal years to make up such deficiency.

[A portion of the Bonds is being issued for public school facilities. The principal of and interest on this portion of the Bonds are expected to be paid in the first instance from amounts on deposit in a separate school facilities surcharge account established in the County's Capital Projects Fund subject to availability and appropriation for such purpose. In FY 2017 a school facilities surcharge in the amount of \$15,628 is imposed by the County on developing areas outside the beltway and \$9,116 is imposed on developed areas within the beltway for which a building permit is applied (subject to partial exemptions in some regions). The surcharge is subject to adjustment for inflation. The surcharge is collected by the County from the builder at the time a building permit is issued for the dwelling unit. Under State law, the surcharge does not apply to mixed retirement developments, elderly housing, multi-family housing designated as student housing within 1.5 miles of the University of Maryland, College Park Campus, or any property located in an infrastructure-financing district approved prior to January 1, 2000. Pursuant to State law, revenue collected from the school facilities surcharge is required to be deposited in a separate account and can only be used to pay for additional or expanded public school facilities or debt service on bonds issued for such facilities or for new school construction.]

[A portion of the Bonds is being issued for school renovation facilities. The principal and interest on this portion of the Bonds are expected to be paid in the first instance from amounts on deposit in a separate Telecommunication Tax-Supported School Renovation Projects account established in the County's Capital Projects Fund, subject to availability and appropriation for such purpose. Md. Local Government Code Ann. Section 20-605, as amended, authorizes the County to levy and collect a sales and use tax on telecommunication service provided in the County at a rate not less than 5%. The Telecommunication Tax included in the County's Operating Budget for fiscal year 2017 is 9%. Each vendor providing telecommunication service in the County is required to collect the tax on behalf of, and remit the tax to, the County. Of the net proceeds of the revenue from the telecommunications tax, at least ninety percent (90%) is to be used for school system operating expenditures, and the remainder is to be used to pay for capital expenditures for school renovation projects or debt service on the bonds issued by the County for school renovation projects.]

[A portion of the Bonds is being issued for mass transit facilities. The principal and interest on this portion of the Bonds will be payable in the first instance from a separate ad valorem tax levied and collected by the County on behalf of the Washington Suburban Transit Commission ("WSTC"). WSTC is authorized to direct the levy of a property tax on all taxable real and personal property in the County pursuant to the Washington Suburban

Transit District Act (Chapter 870 of the Laws of Maryland, 1965), as amended. The County Attorney is of the opinion that real property taxes levied by WSTC are not subject to the limitations set forth in Sections 812 and 813 of the Charter.]

[A portion of the Bonds is being issued for stormwater management facilities. The principal and interest on this portion of the Bonds will be payable in the first instance from amounts on deposit in the Stormwater Management District Fund ("Stormwater Fund"). The County, by the adoption of CB-\_\_-20\_\_, has covenanted to levy in each fiscal year during which this portion of the Bonds is outstanding a direct ad valorem tax upon all property assessed for the purposes within the Stormwater Management District established pursuant to Subtitle 2 of Title 3 of Article 29 of the Annotated Code of Maryland ("Stormwater District"), at a rate sufficient to produce the amount needed to pay, in addition to the other costs of stormwater facilities to be paid from amounts in the Stormwater Fund, such principal and interest coming due during such fiscal year, and in the event the proceeds from the taxes so levied in any such fiscal year shall prove insufficient for such payment, to levy additional taxes within the Stormwater District in succeeding fiscal years to make up such deficiency.]

[A portion of the Bonds is being issued for solid waste management facilities. The principal and interest on this portion of the Bonds are expected to be paid in the first instance from net income of the County's Solid Waste Enterprise fund, subject to availability and appropriation for such purpose.]

It is hereby certified and recited that each and every act, condition, and thing required to exist, to be done, to have happened, and to be performed precedent to and in the issuance of this Bond, does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the County Charter, the Authorization Ordinance, the Enabling Acts of the County and the Executive Orders of the County Executive referred to herein, and that the issue of Bonds, of which this Bond is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland and the County.

This Bond shall not become obligatory for any purpose or be entitled to any benefit under the above-mentioned laws, County Charter, Authorization Ordinance, Enabling Acts or Executive Orders until the Certificate of Authentication hereon shall have been signed by an authorized signatory of the Bond Registrar.

**IN WITNESS WHEREOF**, Prince George's County, Maryland has caused this Bond to be signed in its name by the manual or facsimile signature of its County Executive and its corporate seal to be affixed or imprinted hereon manually or by facsimile, attested by the manual or facsimile signature of the Clerk of the County Council of the County; and it has caused this Bond to be authenticated by the manual signature of an authorized signatory of the Bond Registrar.

PRINCE GEORGE'S COUNTY, MARYLAND

By: \_\_\_\_\_  
Rushern L. Baker, III  
County Executive

(SEAL)

Attest:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the County Council

CERTIFICATE OF AUTHENTICATION

Date of Authentication and Registration: \_\_\_\_\_

This is one of the registered bonds of Prince George's County, Maryland General Obligation [Consolidated] Public Improvement Bonds, Series 20\_\_, of Prince George's County, Maryland.

PRINCE GEORGE'S COUNTY, MARYLAND  
as Bond Registrar

By: \_\_\_\_\_  
Authorized Officer

PRINCE GEORGE'S COUNTY, MARYLAND  
GENERAL OBLIGATION  
[CONSOLIDATED] PUBLIC IMPROVEMENT BOND, SERIES 20\_\_

This Bond is one of a duly authorized issue of general obligation bonds of the County, designated "Prince George's County, Maryland General Obligation [Consolidated] Public Improvement Bonds, Series \_\_\_\_\_," all dated \_\_\_\_\_, 20\_\_, and all of like tenor and effect except as to numbers, interest rates, denominations, maturities and option of redemption. The Bonds are issued under the authority of Section 10-203 of the Local Government Article of the Annotated Code of Maryland (2013 Replacement Volume and 2016 Supplement), as amended, the Charter of Prince George's County, Maryland (the "County Charter"), Council Bills CB-\_\_\_\_\_ (collectively, the "Authorization Ordinances"), the bond enabling acts cited in

the Authorization Ordinances (the "Enabling Acts") and the Executive Orders of the County Executive (the "Executive Orders"), including Executive Order No. \_\_-20\_\_ and Executive Order No. \_\_-20\_\_. The terms of the Bonds include those stated in the Authorization Ordinances and Executive Orders, and the Bonds are subject to all such terms. The Registered Owner of this Bond is referred to the Authorization Ordinances and the Executive Orders for a complete statement of such terms, to which the Registered Owner hereof, by acceptance of this Bond, assents.

The Bonds maturing in any one year are issuable in fully registered form, in denominations of \$5,000 or any integral multiple thereof, not exceeding the aggregate principal amount maturing in such year.

When first issued, the Bonds of said issue will be numbered consecutively upward in the order of their maturities, but not necessarily consecutively, from No. 1 prefixed by the letter "R". Said Bonds bear interest at the following rates per annum, and mature and are payable on \_\_\_\_\_ in the following years and aggregate amounts:

_____	Principal Amount (\$)	Interest Rate (%)
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

The County will provide services as Bond Registrar to open books for the registration and for the transfer of registered Bonds. This Bond will be transferable only upon the Bond Register kept at the Office of the Director of Finance of the County by the Registered Owner in person, or by his or her attorney duly authorized in writing, upon surrender together with a written instrument of transfer in the form attached hereto and satisfactory to the Bond Registrar duly executed by the Registered Owner or duly authorized attorney.

This Bond may be transferred or exchanged at the office of the Bond Registrar. Upon any such transfer or exchange, the County shall issue a new registered Bond or Bonds of any of the authorized denominations in aggregate principal amount equal to the principal amount of the Bond transferred or exchanged or the unredeemed portion thereof, and maturing on the same date and bearing interest at the same rate. In each case, the Bond Registrar may require payment by the Registered Owner of this Bond requesting exchange or transfer hereof of any tax, fee or other governmental charge, shipping charges and insurance that may be required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Registered Owner hereof for such exchange or transfer. Said new Bond or Bonds will be delivered to the transferee only after due authentication thereof by any authorized signatory of the Bond Registrar. The Bond Registrar shall not be required to transfer or exchange any Bond after the mailing of a notice calling such Bond for redemption has been made, or during the period of fifteen (15) days next preceding mailing of a notice of redemption.

The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

Bonds maturing on or after \_\_\_\_\_, 20\_\_, are subject to redemption prior to their respective maturities in whole or in part on \_\_\_\_\_, 20\_\_ or at any time thereafter, at the option of the County and in the order of maturity directed by the County, at the following redemption price expressed as a percentage of the principal amount of Bonds or portions thereof to be redeemed plus accrued interest thereon to the date fixed for redemption:

<u>Period During Which Redeemed</u>	<u>Redemption</u>
<u>Price</u>	
_____, 20__ and thereafter	_____%

If fewer than all of the Bonds shall be called for redemption, the particular maturities of the Bonds or portions thereof to be redeemed shall be selected by the County. If fewer than all of the Bonds of any maturity shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot or in such manner as the Bond Registrar and Paying Agent, at its discretion, may deem proper.

When less than all of a registered Bond in a denomination in excess of \$5,000 shall be so redeemed, then, upon the surrender of such Bond, there may be issued to the Registered Owner thereof, without charge, for the unredeemed balance of the principal amount of such Bond, at the option of such Registered Owner, registered Bonds in any of the authorized denominations, the aggregate face amount of such Bonds not to exceed the unredeemed balance of the registered Bond so surrendered, and to bear the same interest rate and to mature on the same date as said unredeemed balance.

If, in accordance with the foregoing option, the County elects to redeem all outstanding Bonds, or less than all, it will give notice described herein of its intention to redeem by letter mailed first class, postage prepaid, to the Registered Owners of such Bonds at least thirty (30) days prior to the date fixed for such redemption, at the addresses of such Registered Owners appearing on the Bond Register kept by the Bond Registrar; provided, however, that the failure to mail such notice or any defect in the notice so mailed, or in the mailing thereof shall not affect the validity of the proceedings for the redemption of the Bonds for which notice was properly given. Said notice shall state for all Bonds being redeemed: the maturity date, certificate numbers, redemption date, redemption price, the address of the office of the Bond Registrar and Paying Agent with a contact person and telephone number, whether the Bonds are being redeemed in whole or in part and shall also state that the interest on the Bonds so called shall

cease to accrue on the date fixed for redemption and shall require that the Bonds so called be presented for redemption and payment at the office of the Paying Agent.

From and after the date fixed for redemption, if due notice has been given as herein provided, and the funds sufficient for payment of the redemption price and accrued interest shall be available therefor on such date, the Bonds so designated for redemption shall cease to bear interest.

Upon presentment and surrender in compliance with said notice, the Bonds so called for redemption shall be paid by the Paying Agent at the redemption price plus any accrued interest. If not so paid on presentment thereof, said Bonds so called shall continue to bear interest at the rates expressed therein until paid. All Bonds redeemed and paid hereunder will be canceled.

Registration Under DTC Book - Entry Only System

Initially, the Bonds are to be delivered and registered under the book-entry only system maintained by The Depository Trust Company, New York, New York ("DTC"). Notwithstanding anything to the contrary contained in this Bond, for so long as the Bonds are registered under the book-entry only system maintained by DTC, all references to the Registered Owner or Owners of the Bonds shall mean DTC or its partnership nominee, Cede & Co., or any successor thereto, and the manner and timing for making payments, giving notices, voting and selecting Bonds for redemption shall be governed by agreement between DTC and the County. The County may determine to replace DTC with a replacement securities depository at any time, in which event such replacement securities depository or its nominee shall be deemed to be the Registered Owner or Owners of all the Bonds, and the manner and timing for making payments, giving notices, voting and selecting the Bonds for redemption shall be governed by agreement between such replacement securities depository and the County. In addition, DTC or such replacement depository may determine to discontinue its services as a securities depository or the County may determine to discontinue a system of book-entry only registration of the Bonds, in which event Bonds will be delivered in authorized denominations of \$5,000 and integral multiples thereof to or at the direction of the participants of the then existing securities depository.

(Legal Opinion Certificate)

The undersigned County Executive of Prince George's County, Maryland, hereby certifies that, upon the original delivery of the Bonds, of which this is one, \_\_\_\_\_ Bond Counsel for the County, rendered an opinion to the County approving the legality of the Bonds. The executed original of said opinion and supporting documents relative to the Bonds, of which this Bond is one, may be examined at the office of the undersigned, Upper Marlboro, Maryland.

\_\_\_\_\_  
County Executive

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please Print or Type Name and Address including Zip Code of Assignee)

the within Bond and all rights thereunder; and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the Bond Register therefor, with full power of substitution in the premises.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Please Insert Social Security or other Identifying Number of Assignee)

Signature guaranteed:

\_\_\_\_\_  
(Signature of Registered Owner)

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

## FORM OF BOND

(Face of Registered Bond)

REGISTERED UNITED STATES OF AMERICA REGISTERED

STATE OF MARYLAND

No. R \_\_\_\_\_ \$ \_\_\_\_\_

PRINCE GEORGE'S COUNTY, MARYLAND

STORMWATER MANAGEMENT BOND, SERIES \_\_\_\_\_

Interest Rate (per annum)	Maturity Date	Original Issue Date	CUSIP
_____	_____	_____, 20__	_____

Registered Owner: Cede & Co.

Principal Amount:

Prince George's County, Maryland (the "County"), a political subdivision and a body corporate and politic of the State of Maryland, hereby acknowledges itself indebted for value received and promises to pay to the Registered Owner shown above or registered assigns on the Maturity Date shown above the Principal Amount shown above or so much thereof as shall not have been paid upon prior redemption and to pay interest thereon at the Interest Rate shown above. Principal shall be paid upon presentment and surrender of this Bond on the date such

principal is payable or if such date is not a County Business Day (hereinafter defined) then on the next succeeding County Business Day at the Office of \_\_\_\_\_ (the "Paying Agent"). The interest payable on this Bond, and punctually paid or duly provided for on any interest payment date, will be paid semiannually on the \_\_\_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_ in each year to the person in whose name this Bond is registered on the registration books (the "Bond Register") maintained by the Bond Registrar (hereinafter named) as of the close of business on the Regular Record Date which shall be the [fifteenth day of the month immediately preceding such interest payment date/first day of the month in which such interest payment date occurs]. Payment of the interest on this Bond shall be by wire or check as determined by the County to such person's address as it appears on the Bond Register. Any such interest not punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this Bond is registered as of the close of business on a date to be fixed by the Bond Registrar for the payment of such defaulted interest (the "Special Record Date"), notice of such payment date and the Special Record Date therefor being given by letter mailed first class, postage prepaid, to the registered owner of such Bond not less than 10 days prior to such Special Record Date, at the address of such owner appearing on the Bond Register, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Bonds of this issue may be listed and upon such notice as may be required by such exchange. Interest will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the Original Issue Date shown above.

"County Business Day" means any date of the year on which (i) banking institutions in New York, New York or in Maryland are not authorized or obligated by law to remain closed or on which the New York Stock Exchange is not closed or (ii) the offices of the County are not authorized or obligated by law or required by an executive order of the County Executive to be closed.

All payments of the principal of, redemption price and interest on this Bond shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

The full faith and credit and unlimited taxing power of Prince George's County, Maryland are hereby irrevocably pledged to the payment of the principal of this Bond and of the interest payable hereon. To provide for the payment of this Bond, the County is empowered and directed to levy a direct ad valorem tax upon all property assessed for tax purposes within the stormwater management district (the "District") established by the County pursuant to the provisions of Subtitle 6 of Title 21 of Md. Local Government Code Ann., as amended ("Subtitle 6"), except as otherwise provided in Subtitle 6. In addition, Clean Water Act Fees collected by the County (the "Clean Water Act Fees") in accordance with Title 4 of the Environment Article of the Annotated Code of Maryland and Section 10-301 et seq. of the Prince George's County Code (collectively, the "Stormwater Acts") and deposited in the Local Watershed Protection and Restoration Fund have been pledged to the payment of this Bond.

The principal of and interest on this Bond are payable in the first instance from annual appropriations of the proceeds of a direct ad valorem tax which the County is empowered and directed to levy upon all property assessed for tax purposes within the District (except as otherwise provided in Subtitle 6) and to deposit in the Stormwater Management District Fund established in accordance with Subtitle 6 (the "Stormwater Management District Fund"). The

County has covenanted to levy said ad valorem taxes at a rate required to produce the amount needed to pay, in addition to the other costs of stormwater management to be paid from the amounts in the Stormwater Management District Fund, for such principal and interest coming due during the ensuing fiscal year, and in the event the proceeds from taxes so levied in any such fiscal year shall prove insufficient for such payment, to levy additional taxes within the District in succeeding fiscal years to make up such deficiency.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened, and to be performed precedent to and in the issuance of this Bond, does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, including without limitation Subtitle 6, and the Authorization Ordinance of the County referred to herein, and that the issue of Bonds, of which this Bond is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland and the County.

This Bond shall not become obligatory for any purpose or be entitled to any benefit under the above-mentioned laws or the Authorization Ordinance until the Certificate of Authentication hereon shall have been signed by an authorized signatory of the Bond Registrar.

IN WITNESS WHEREOF, Prince George's County, Maryland, has caused this Bond to be signed in its name by the manual or facsimile signature of its County Executive and its corporate seal affixed or imprinted hereon manually or by facsimile, attested by the manual or facsimile signature of the Clerk of the County Council of the County; and it has caused this Bond to be authenticated by the manual signature of an authorized signatory of the Bond Registrar.

PRINCE GEORGE'S COUNTY, MARYLAND

BY \_\_\_\_\_  
Rushern L. Baker, III  
County Executive

(SEAL)  
ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the County Council

# CERTIFICATE OF AUTHENTICATION

Date of Authentication and Registration: \_\_\_\_\_

This is one of the registered bonds of Prince George's County, Maryland Stormwater Management Bonds, Series \_\_\_\_\_, of Prince George's County, Maryland.

\_\_\_\_\_  
as Bond Registrar

BY: \_\_\_\_\_  
Authorized Officer

(Back of Registered Bond)

PRINCE GEORGE'S COUNTY, MARYLAND

STORMWATER MANAGEMENT BOND, SERIES \_\_\_\_\_

This Bond is one of a duly authorized issue of general obligation bonds of the County, designated "Prince George's County, Maryland Stormwater Management Bonds, Series \_\_\_\_\_", all dated \_\_\_\_\_, \_\_\_\_\_, and all of like tenor and effect, except as to numbers, interest rates, denominations, maturities and option of redemption. The Bonds are issued under the authority of Subtitle 6 of Title 21 of Md. Local Government Code Ann., as amended, replaced or recodified and Council Bill CB-\_\_ - \_\_\_\_\_, (the "Authorization Ordinance").

The Bonds maturing in any one year are issuable in fully registered form, in denominations of \$5,000 or any integral multiple thereof, not exceeding the aggregate principal amount maturing in such year.

When first issued, the Bonds of said issue will be numbered consecutively upward in the order of their maturities, but not necessarily consecutively, from No. 1 prefixed by the letter "R". Said Bonds bear interest at the following rates per annum, mature and are payable on \_\_\_\_\_ in the following years and aggregate amounts:

<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2019	_____	%	2029	_____	%
2020	_____	%	2030	_____	%
2021	_____	%	2031	_____	%
2022	_____	%	2032	_____	%
2023	_____	%	2033	_____	%
2024	_____	%	2034	_____	%
2025	_____	%	2035	_____	%
2026	_____	%	2036	_____	%
2027	_____	%	2037	_____	%
2028	_____	%	2038	_____	%

[INSERT WHERE APPROPRIATE PROVISIONS REGARDING TERM BONDS, IF APPLICABLE.]

\_\_\_\_\_ will provide services as Bond Registrar to open books for the registration and for the transfer of registered Bonds. This Bond will be transferable only upon the Bond Register kept at the Office of \_\_\_\_\_ by the registered owner in person, or by his or her attorney duly authorized in writing, upon surrender together with a written instrument of transfer in the form attached hereto and satisfactory to the Bond Registrar duly executed by the registered owner or duly authorized attorney.

This Bond may be transferred or exchanged at the office of the Bond Registrar. Upon any such transfer or exchange, the County shall issue a new registered Bond or Bonds of any of the authorized denominations in aggregate principal amount equal to the principal amount of the Bond transferred or exchanged or the unredeemed portion thereof, and maturing on the same date and bearing interest at the same rate. In each case, the Bond Registrar may require payment by the owner of this Bond requesting exchange or transfer hereof of any tax, fee or other

governmental charge, shipping charges and insurance that may be required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the owner hereof for such exchange or transfer. Said new Bond or Bonds shall be delivered to the transferee only after due authentication thereof by an authorized signatory of the Bond Registrar. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning fifteen (15) days before any selection of Bonds to be redeemed and ending on the day of publication and mailing of the notice of redemption or to transfer or exchange any Bond called or being called for redemption in whole or in part.

The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

Bonds maturing on or after \_\_\_\_\_, 20\_\_, are subject to redemption prior to their respective maturities in whole or in part on \_\_\_\_\_, 20\_\_ or at any time thereafter, at the option of the County and in the order of maturity directed by the County, at the following redemption price expressed as a percentage of the principal amount of Bonds or portions thereof to be redeemed plus accrued interest thereon to the date fixed for redemption:

<u>Period During Which Redeemed</u>	<u>Redemption</u>
<u>Price</u>	
_____, 20__ and thereafter	_____ %

If fewer than all of the Bonds of any maturity shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot or in such manner as the Bond Registrar and Paying Agent, at its discretion, may deem proper.

When less than all of a registered Bond in a denomination in excess of \$5,000 shall be so redeemed, then, upon the surrender of such Bond, there may be issued to the registered owner thereof, without charge, for the unredeemed balance of the principal amount of such Bond, at the option of such owner, registered Bonds in any of the authorized denominations, the aggregate face amount of such Bonds not to exceed the unredeemed balance of the registered Bond so surrendered, and to bear the same interest rate and to mature on the same date as said unredeemed balance.

If, in accordance with the foregoing option, the County elects to redeem all outstanding Bonds, or less than all, it will give notice described herein of its intention to redeem by letter mailed first class, postage prepaid, to the registered owners of such Bonds at least thirty (30) days prior to the redemption date, at the addresses of such owners appearing on the Bond Register kept by the Bond Registrar; provided, however, that the failure to mail such notice or any defect in the notice so mailed, or in the mailing thereof shall not affect the validity of the redemption proceeding for the Bonds for which notice was properly given. Said notice shall state for all Bonds being redeemed: the maturity date, certificate numbers, redemption date, redemption price, the address of the office of the Bond Registrar and Paying Agent with a contact person and telephone number, whether the Bonds are being redeemed in whole or in part and shall also state that the interest on the Bonds so called shall cease to accrue on the date fixed for redemption and shall require that the Bonds so called be presented for redemption and payment at the designated office of the Paying Agent.

From and after the date fixed for redemption, if due notice has been given as herein provided, and the funds sufficient for payment of the redemption price and accrued interest shall be available therefor on such date, the Bonds so designated for redemption shall cease to bear interest.

Upon presentment and surrender in compliance with said notice, the Bonds so called for redemption shall be paid by the Paying Agent at the redemption price plus any accrued interest. If not so paid on presentment thereof, said Bonds so called shall continue to bear interest at the rates expressed therein until paid. All Bonds redeemed and paid hereunder will be canceled.

Registration Under DTC Book-Entry Only System

Initially, the Bonds are to be delivered and registered under the book-entry only system maintained by The Depository Trust Company, New York, New York ("DTC"). Notwithstanding anything to the contrary contained in this Bond, for so long as the Bonds are registered under the book-entry only system maintained by DTC, all references to the Registered Owner or Owners of the Bonds shall mean DTC or its partnership nominee, Cede & Co., or any successor thereto, and the manner and timing for making payments, giving notices, voting and selecting Bonds for redemption shall be governed by agreement between DTC and the County. The County may determine to replace DTC with a replacement securities depository at any time, in which event such replacement securities depository or its nominee shall be deemed to be the Registered Owner or Owners of all the Bonds, and the manner and timing for making payments, giving notices, voting and selecting the Bonds for redemption shall be governed by agreement between such replacement securities depository and the County. In addition, DTC or such replacement securities depository may determine to discontinue its services as a securities depository or the County may determine to discontinue a system of book-entry only registration of the Bonds, in which event Bonds will be delivered in authorized denominations of \$5,000 and integral multiples thereof to or at the direction of the participants of the then existing securities depository.

(Legal Opinion Certificate)

The undersigned County Executive of Prince George's County, Maryland, hereby certifies that, upon the original delivery of the Bonds, of which this is one, Co-Bond Counsel for the County rendered an opinion to the County approving the legality of the Bonds. The executed original of said opinion and supporting documents relative to the Bonds, of which this Bond is one, may be examined at the office of the undersigned, Upper Marlboro, Maryland.

\_\_\_\_\_  
County Executive

(Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please Print or Type Name and Address including Zip Code of Assignee)

the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the Bond Register therefor, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Please Insert Social Security or other  
Identifying Number of Assignee)

Signature Guaranteed:

\_\_\_\_\_

Notice: Signatures must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\_\_\_\_\_  
(Signature of Registered Owner)

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.



ATTACHMENT 2

FORM OF BOND

(Face of Registered Bond)

REGISTERED UNITED STATES OF AMERICA REGISTERED

STATE OF MARYLAND

No. R \_\_\_\_\_ \$ \_\_\_\_\_

PRINCE GEORGE'S COUNTY, MARYLAND

STORMWATER MANAGEMENT BOND, SERIES \_\_\_\_\_

Interest Rate Maturity Date Original Issue Date CUSIP

(per annum) \_\_\_\_\_, 20\_\_

Registered Owner: Cede & Co.

Principal Amount:

Prince George's County, Maryland (the "County"), a political subdivision and a body corporate and politic of the State of Maryland, hereby acknowledges itself indebted for value received and promises to pay to the Registered Owner shown above or registered assigns on the Maturity Date shown above the Principal Amount shown above or so much thereof as shall not have been paid upon prior redemption and to pay interest thereon at the Interest Rate shown above. Principal shall be paid upon presentment and surrender of this Bond on the date such principal is payable or if such date is not a County Business Day (hereinafter defined) then on the next succeeding County Business Day at the Office of \_\_\_\_\_ (the "Paying Agent"). The interest payable on this Bond, and punctually paid or duly provided for on any interest payment date, will be paid semiannually on the \_\_\_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_ in each year to the person in whose name this Bond is registered on the registration books (the "Bond Register") maintained by the Bond Registrar (hereinafter named) as of the close of business on the Regular Record Date which shall be the [fifteenth day of the month immediately preceding such interest payment date/first day of the month in which such interest payment date occurs]. Payment of the interest on this Bond shall be by wire or check as determined by the County to such person's address as it appears on the Bond Register. Any such interest not punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this Bond is registered as of the close of business on a date to be fixed by the Bond Registrar for the payment of such defaulted interest (the "Special Record Date"), notice of such payment date and the Special Record Date therefor being given by letter mailed first class, postage prepaid, to the registered owner of such Bond not less than 10 days prior to such Special Record Date, at the address of such owner appearing on the Bond Register, or may be paid at any time in any other lawful manner not inconsistent with

the requirements of any securities exchange on which the Bonds of this issue may be listed and upon such notice as may be required by such exchange. Interest will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the Original Issue Date shown above.

"County Business Day" means any date of the year on which (i) banking institutions in New York, New York or in Maryland are not authorized or obligated by law to remain closed or on which the New York Stock Exchange is not closed or (ii) the offices of the County are not authorized or obligated by law or required by an executive order of the County Executive to be closed.

All payments of the principal of, redemption price and interest on this Bond shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

The full faith and credit and unlimited taxing power of Prince George's County, Maryland are hereby irrevocably pledged to the payment of the principal of this Bond and of the interest payable hereon. To provide for the payment of this Bond, the County is empowered and directed to levy a direct ad valorem tax upon all property assessed for tax purposes within the stormwater management district (the "District") established by the County pursuant to the provisions of Md. Local Government Code Ann. § 21-601 et seq., as amended, except as otherwise provided in Md. Local Government Code Ann. § 21-601 et seq.,. In addition, Clean Water Act Fees collected by the County (the "Clean Water Act Fees") in accordance with Title 4 of the Environment Article of the Annotated Code of Maryland and Section 10-301 et seq. of the Prince George's County Code (collectively, the "Stormwater Acts") and deposited in the Local Watershed Protection and Restoration Fund have been pledged to the payment of this Bond.

The principal of and interest on this Bond are payable in the first instance from annual appropriations of the proceeds of a direct ad valorem tax which the County is empowered and directed to levy upon all property assessed for tax purposes within the District (except as otherwise provided in Md. Local Government Code Ann. § 21-601 et seq.) and to deposit in the Stormwater Management District Fund established in accordance with Md. Local Government Code Ann. § 21-601 et seq., (the "Stormwater Management District Fund"). The County has covenanted to levy said ad valorem taxes at a rate required to produce the amount needed to pay, in addition to the other costs of stormwater management to be paid from the amounts in the Stormwater Management District Fund, for such principal and interest coming due during the ensuing fiscal year, and in the event the proceeds from taxes so levied in any such fiscal year shall prove insufficient for such payment, to levy additional taxes within the District in succeeding fiscal years to make up such deficiency.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened, and to be performed precedent to and in the issuance of this Bond, does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, including without limitation

Md. Local Government Code Ann. § 21-601 et seq., and the Authorization Ordinance of the County referred to herein, and that the issue of Bonds, of which this Bond is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland and the County.

This Bond shall not become obligatory for any purpose or be entitled to any benefit under the above-mentioned laws or the Authorization Ordinance until the Certificate of Authentication hereon shall have been signed by an authorized signatory of the Bond Registrar.

IN WITNESS WHEREOF, Prince George's County, Maryland, has caused this Bond to be signed in its name by the manual or facsimile signature of its County Executive and its corporate seal affixed or imprinted hereon manually or by facsimile, attested by the manual or facsimile signature of the Clerk of the County Council of the County; and it has caused this Bond to be authenticated by the manual signature of an authorized signatory of the Bond Registrar.

PRINCE GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Rushern L. Baker, III  
County Executive

(SEAL)  
ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the County Council

#### CERTIFICATE OF AUTHENTICATION

Date of Authentication and Registration: \_\_\_\_\_

This is one of the registered bonds of Prince George's County, Maryland Stormwater Management Bonds, Series \_\_\_\_\_, of Prince George's County, Maryland.

\_\_\_\_\_  
as Bond Registrar

BY: \_\_\_\_\_  
Authorized Officer

(Back of Registered Bond)  
 PRINCE GEORGE'S COUNTY, MARYLAND  
 STORMWATER MANAGEMENT BOND, SERIES \_\_\_\_\_

This Bond is one of a duly authorized issue of general obligation bonds of the County, designated "Prince George's County, Maryland Stormwater Management Bonds, Series \_\_\_\_\_", all dated \_\_\_\_\_, \_\_\_\_\_, and all of like tenor and effect, except as to numbers, interest rates, denominations, maturities and option of redemption. The Bonds are issued under the authority of Md. Local Government Code Ann. § 21-601 et seq., as amended, replaced or recodified and Council Bill CB-\_\_-\_\_\_\_\_, (the "Authorization Ordinance").

The Bonds maturing in any one year are issuable in fully registered form, in denominations of \$5,000 or any integral multiple thereof, not exceeding the aggregate principal amount maturing in such year.

When first issued, the Bonds of said issue will be numbered consecutively upward in the order of their maturities, but not necessarily consecutively, from No. 1 prefixed by the letter "R". Said Bonds bear interest at the following rates per annum, mature and are payable on \_\_\_\_\_ in the following years and aggregate amounts:

Year of Principal Interest			Year of Principal Interest		
Maturity	Amount	Rate	Maturity	Amount	Rate
2019	_____	%	2029	_____	%
2020	_____	%	2030	_____	%
2021	_____	%	2031	_____	%
2022	_____	%	2032	_____	%
2023	_____	%	2033	_____	%
2024	_____	%	2034	_____	%
2025	_____	%	2035	_____	%
2026	_____	%	2036	_____	%
2027	_____	%	2037	_____	%
2028	_____	%	2038	_____	%

[INSERT WHERE APPROPRIATE PROVISIONS REGARDING TERM BONDS, IF APPLICABLE.]

\_\_\_\_\_ will provide services as Bond Registrar to open books for the registration and for the transfer of registered Bonds. This Bond will be transferable only upon the Bond Register kept at the Office of \_\_\_\_\_ by the registered owner in person, or by his or her attorney duly authorized in writing, upon surrender together with a written instrument of transfer in the form attached hereto and satisfactory to the Bond Registrar duly executed by the registered owner or duly authorized attorney.

This Bond may be transferred or exchanged at the office of the Bond Registrar. Upon any such transfer or exchange, the County shall issue a new registered Bond or Bonds of any of the authorized denominations in aggregate principal amount equal to the principal amount of the Bond transferred or exchanged or the unredeemed portion thereof, and maturing on the same

date and bearing interest at the same rate. In each case, the Bond Registrar may require payment by the owner of this Bond requesting exchange or transfer hereof of any tax, fee or other governmental charge, shipping charges and insurance that may be required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the owner hereof for such exchange or transfer. Said new Bond or Bonds shall be delivered to the transferee only after due authentication thereof by an authorized signatory of the Bond Registrar. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning fifteen (15) days before any selection of Bonds to be redeemed and ending on the day of publication and mailing of the notice of redemption or to transfer or exchange any Bond called or being called for redemption in whole or in part.

The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

Bonds maturing on or after \_\_\_\_\_, 20\_\_, are subject to redemption prior to their respective maturities in whole or in part on \_\_\_\_\_, 20\_\_ or at any time thereafter, at the option of the County and in the order of maturity directed by the County, at the following redemption price expressed as a percentage of the principal amount of Bonds or portions thereof to be redeemed plus accrued interest thereon to the date fixed for redemption:

Period During Which Redeemed	Redemption Price
_____, 20__ and thereafter _____	_____%

If fewer than all of the Bonds of any maturity shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot or in such manner as the Bond Registrar and Paying Agent, at its discretion, may deem proper.

When less than all of a registered Bond in a denomination in excess of \$5,000 shall be so redeemed, then, upon the surrender of such Bond, there may be issued to the registered owner thereof, without charge, for the unredeemed balance of the principal amount of such Bond, at the option of such owner, registered Bonds in any of the authorized denominations, the aggregate face amount of such Bonds not to exceed the unredeemed balance of the registered Bond so surrendered, and to bear the same interest rate and to mature on the same date as said unredeemed balance.

If, in accordance with the foregoing option, the County elects to redeem all outstanding Bonds, or less than all, it will give notice described herein of its intention to redeem by letter mailed first class, postage prepaid, to the registered owners of such Bonds at least thirty (30) days prior to the redemption date, at the addresses of such owners appearing on the Bond Register kept by the Bond Registrar; provided, however, that the failure to mail such notice or any defect in the notice so mailed, or in the mailing thereof shall not affect the validity of the redemption proceeding for the Bonds for which notice was properly given. Said notice shall state for all Bonds being redeemed: the maturity date, certificate numbers, redemption date, redemption price, the address of the office of the Bond Registrar and Paying Agent with a contact person and telephone number, whether the Bonds are being redeemed in whole or in part

and shall also state that the interest on the Bonds so called shall cease to accrue on the date fixed for redemption and shall require that the Bonds so called be presented for redemption and payment at the designated office of the Paying Agent.

From and after the date fixed for redemption, if due notice has been given as herein provided, and the funds sufficient for payment of the redemption price and accrued interest shall be available therefor on such date, the Bonds so designated for redemption shall cease to bear interest.

Upon presentment and surrender in compliance with said notice, the Bonds so called for redemption shall be paid by the Paying Agent at the redemption price plus any accrued interest. If not so paid on presentment thereof, said Bonds so called shall continue to bear interest at the rates expressed therein until paid. All Bonds redeemed and paid hereunder will be canceled.

#### Registration Under DTC Book-Entry Only System

Initially, the Bonds are to be delivered and registered under the book-entry only system maintained by The Depository Trust Company, New York, New York ("DTC"). Notwithstanding anything to the contrary contained in this Bond, for so long as the Bonds are registered under the book-entry only system maintained by DTC, all references to the Registered Owner or Owners of the Bonds shall mean DTC or its partnership nominee, Cede & Co., or any successor thereto, and the manner and timing for making payments, giving notices, voting and selecting Bonds for redemption shall be governed by agreement between DTC and the County. The County may determine to replace DTC with a replacement securities depository at any time, in which event such replacement securities depository or its nominee shall be deemed to be the Registered Owner or Owners of all the Bonds, and the manner and timing for making payments, giving notices, voting and selecting the Bonds for redemption shall be governed by agreement between such replacement securities depository and the County. In addition, DTC or such replacement securities depository may determine to discontinue its services as a securities depository or the County may determine to discontinue a system of book-entry only registration of the Bonds, in which event Bonds will be delivered in authorized denominations of \$5,000 and integral multiples thereof to or at the direction of the participants of the then existing securities depository.

(Legal Opinion Certificate)

The undersigned County Executive of Prince George's County, Maryland, hereby certifies that, upon the original delivery of the Bonds, of which this is one, Co-Bond Counsel for the County rendered an opinion to the County approving the legality of the Bonds. The executed original of said opinion and supporting documents relative to the Bonds, of which this Bond is one, may be examined at the office of the undersigned, Upper Marlboro, Maryland.

\_\_\_\_\_  
County Executive

(Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please Print or Type Name and Address including Zip Code of Assignee)  
the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the Bond Register therefor, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Please Insert Social Security or other  
Identifying Number of Assignee)

Signature Guaranteed:

\_\_\_\_\_

Notice: Signatures must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or company.

\_\_\_\_\_  
(Signature of Registered Owner)

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond trust in every particular, without alteration or enlargement or any change whatever.

PAYMENT GRID

In the event of a partial redemption or similar transaction necessitating a reduction in the Principal Amount shown above (except in the case of final maturity, in which case this Bond must be presented to the County for payment), the Registered Owner shown above may make a notation on the payment grid below indicating the amount of such reduction in the Principal Amount shown above and the outstanding Principal Amount (the "Outstanding Principal Amount"); provided, however, that no such notation indicating the Outstanding Principal



**ATTACHMENT 3**  
**FORM OF NOTICE OF SALE**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**\$ \_\_\_\_\_ GENERAL OBLIGATION [CONSOLIDATED]**  
**PUBLIC IMPROVEMENT BONDS, SERIES 20\_\_**

SEALED BIDS or ELECTRONIC BIDS will be received by the County Executive of Prince George's County, Maryland (the "County") or by the Director of Finance, acting with the authority of the County Executive, in Suite 3200, 3rd Floor, County Administration Building, 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland 20772, for the purpose of the Prince George's County, Maryland General Obligation [Consolidated] Public Improvement Bonds, Series 20\_\_, until:

\_\_\_\_:00 a.m. Prevailing Eastern Time, \_\_\_\_\_, \_\_\_\_\_, 20\_\_ \*

ELECTRONIC BIDS must be submitted to the i-Deal LLC/Parity BiDCOMP Competitive Bidding System at the place and time on the sale date indicated above. Sealed written bids and electronic bids will be subject to the terms and conditions of this complete Notice of Sale. Further information about PARITY/BiDCOMP, including any fee charged, may be obtained from PARITY/BiDCOMP, 1359 Broadway, 2<sup>nd</sup> Floor, New York, New York 10018, (212) 849-5029.

NO ELECTRONIC BID WILL BE ACCEPTED UNLESS THE BIDDER HAS SUBMITTED A FINANCIAL SURETY BOND OR A BID CHECK IN THE AMOUNT REQUIRED FOR THE GOOD FAITH DEPOSIT.

If any provision of this Notice of Sale shall conflict with the information provided by BiDCOMP/PARITY as the approved provider of electronic bidding services, this Notice of Sale shall control.

Maturities: The Bonds will be dated \_\_\_\_\_, 20\_\_ and will mature annually and/or be payable in annual sinking fund installments, subject to prior redemption of the Bonds described herein, on the \_\_\_\_ day of \_\_\_\_\_ in the following years and principal amounts:

<b>\$ _____ General Obligation [Consolidated] Public Improvement Bonds, Series 20__</b>			
<u>Maturity</u>	<u>Principal Amount</u>	<u>Maturity</u>	<u>Principal Amount</u>
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	

2028

2038

\*Preliminary, subject to change and/or adjustment as provided herein. \*\*Callable maturities

Adjustments to Maturity Schedule: Pre-sale, the County reserves the right to increase or decrease the aggregate principal amount of the Bonds and/or change the maturity schedule set forth above from time to time up until 9:30 a.m. prevailing Eastern Time on the date of sale. Any pre-sale revisions to the maturity schedule will be made available on the BiDCOMP/Parity/www.i-dealprospectus.com system no later than 9:30 a.m. prevailing Eastern Time on the date of sale. In the event any such pre-sale revisions are made to the maturity schedule and so communicated not later than 9:30 a.m. prevailing Eastern Time on the date of sale, the last pre-sale revisions so published shall constitute the applicable maturity schedule for purposes of submitting electronic or sealed written bids with respect to the Bonds.

Serial and/or Term Bonds: Bidders may designate in their proposals two or more consecutive annual principal payments beginning no earlier than \_\_\_\_\_, 20\_\_ and in any year thereafter as a term bond which matures on the maturity date of the last annual principal payment of the sequence. The stated maturity date for any such term bond so designated may not be earlier than \_\_\_\_\_, 20\_\_. Only one or two such sequences may be designated as term bonds. Any term bond so designated shall be subject to mandatory sinking fund redemption in each year on the principal payment date and in the entire final principal amount of each annual principal payment designated for inclusion in such term bond.

Form of Bonds: The Bonds will be issued in fully registered form and sold through a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to Cede & Co., the partnership nominee of The Depository Trust Company, New York, New York ("DTC"), and immobilized in DTC's custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 and integral multiples thereof, with transfers of ownership interests of each actual purchaser of a Bond effected on the records of DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., DTC's partnership nominee.

DTC may determine not to continue to act as securities depository for the Bonds at any time by giving notice to the County. The County may determine to select a different securities depository or the County may determine not to continue the book-entry system at any time by giving notice to DTC. If the County does not identify another qualified securities depository to replace DTC, the County will deliver replacement bonds in the form of fully registered certificates.

Principal and Interest Payments: So long as the Bonds are held by DTC under a book-entry only system, payments of the principal of and interest on the Bonds will be made to Cede & Co., or other nominee of DTC, as registered owner of the Bonds, on the date such payment is due or if such date is not a Business Day (hereinafter defined) then on the next succeeding Business Day (or as otherwise required by DTC). Interest on the Bonds from \_\_\_\_\_, 20\_\_ is payable on \_\_\_\_\_, 20\_\_ and semiannually thereafter on \_\_\_\_\_ and \_\_\_\_\_ of each year until maturity, unless the Bonds are redeemed prior to maturity.

Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by

participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

"Business Day" means any day of the year on which (i) banking institutions in New York or in Maryland are not authorized or obligated by law to remain closed or on which the New York Stock Exchange is not closed or (ii) the offices of the County are not authorized or obligated by law or required by Executive Order of the County Executive of the County to be closed.

The County will act as the Bond Registrar and as the Paying Agent for the Bonds (the "Bond Registrar and Paying Agent"). The office of the Bond Registrar and Paying Agent is located at the Office of the Director of Finance, County Administration Building, Suite 3200, 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland 20772.

All payments of the principal and interest on the Bonds shall be in such coin or currency of the United States as at the time of payment is legal tender for payment of public and private debts. If the book-entry only system of registration is discontinued, interest on the Bonds will be payable by check mailed by the Bond Registrar and Paying Agent to the persons in whose names the Bonds are registered as of the close of business on the first day of the month in which such interest payment date occurs at the addresses as they appear on the registration books maintained by the Bond Registrar and Paying Agent, and the principal of the Bonds and any redemption premium will be paid upon presentation and surrender of the Bonds at the office of the Bond Registrar and Paying Agent.

Optional Redemption: Outstanding Bonds maturing on or before \_\_\_\_\_, 20\_\_, are not subject to redemption prior to their maturity. Outstanding Bonds maturing on or after \_\_\_\_\_, 20\_\_ are subject to redemption prior to maturity, in whole or in part, on \_\_\_\_\_, 20\_\_ or at any time thereafter, at the option of the County and in the order of maturity directed by the County, on at least thirty (30) days' notice, at the following redemption price, expressed as a percentage of the principal amount of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption:

Redemption

Redemption Period Price

\_\_\_\_\_, 20\_\_ and thereafter \_\_\_\_%

If fewer than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar and Paying Agent or in such other manner as the Bond Registrar and Paying Agent, at its discretion, may deem proper.

Authority to Issue: The Bonds are being issued under the authority of Section 10-203 of the Local Government Article of the Annotated Code of Maryland (2013 Replacement Volume and 2016 Supplement), as amended (the "Enabling Law"), the County Charter, the Authorization Ordinances identified in the next sentence, the bond enabling laws cited in the Authorization Ordinances (the "Enabling Acts") and certain orders of the County Executive. The following County Council Bills provide authority for the Bonds: CB-\_\_\_\_\_ (collectively, the

"Authorization Ordinances").

Purpose: The Bonds are being issued to provide funds for financing, in whole or in part, the costs of planning, construction, reconstruction, establishment, extension, enlargement, demolition, improvement or acquisition of certain capital projects, including public school facilities, roads and bridges, libraries, community college facilities, fire stations, stormwater management facilities, environmental resource facilities, solid waste facilities, mass transit facilities, health facilities and County buildings.

Sources of Payment: The County has pledged its full faith and credit and taxing power for the payment of the principal of and interest on the Bonds. To provide for the payment of the Bonds, the County is empowered and directed to levy ad valorem taxes upon all legally assessable property within the corporate limits of the County; such tax is subject, however, to the limitations set forth in Sections 812 and 813 of the County Charter. Section 812 provides, in part, that the County shall not levy "a real property tax which would result in a total collection of real property taxes greater than the amount collected in fiscal year 1979; [except that the County] may levy a real property tax which would result in a total collection of real property taxes greater than the amount collected in fiscal year 1979 if the real property tax rate does not exceed Two Dollars and forty cents (\$2.40) for each One Hundred Dollars (\$100.00) of assessed value." Section 813 provides that any ordinance or resolution levying or charging taxes or certain fees in excess of the amount levied or charged in the preceding fiscal year shall be referred to a referendum of the qualified voters of the County. In the 2000 legislation session, the State legislature enacted a law providing that beginning fiscal 2002, the property tax for real property shall be applied to 100 percent, instead of 40 percent, of the phase-in value of the real property and that the tax rate shall be adjusted to make the impact revenue neutral. Such State law also provides that any limit on a local real property tax rate in a local law or charter provision shall be construed to mean a rate equal to 40 percent times the rate stated in the local law or charter provision. Pursuant to this new law, the tax rate is \$0.96 for real property and \$2.40 for personal property upon each \$100 assessed value of all assessable property, real and personal, assessed according to the State law and subject to taxation in the County.

[Portions of the principal amount of the Bonds are expected to be expended as follows:  
 \$ \_\_\_\_\_\* is for capital expenditures for school facilities, \$ \_\_\_\_\* is for capital expenditures for school renovation projects, \$ \_\_\_\_\* is for capital expenditures for mass transit projects, \$ \_\_\_\_\_\* is for capital expenditures for stormwater management facilities and \$ \_\_\_\_\* is for capital expenditures for solid waste facilities. The allocable portions of debt service on these Bonds in the first instance is expected to be paid in their entirety from distinct and separate chargeable revenue sources. Principal and interest on (i) \$ \_\_\_\_\_\* Bonds is expected to be payable in the first instance from amounts on deposit in a separate school facilities surcharge account, (ii) \$ \_\_\_\_\_\* Bonds is expected to be payable in the first instance from amounts on deposit in a separate school renovation projects account supported by up to 10% of sales and use tax levied by the County on telecommunication service in the County, (iii) \$ \_\_\_\_\_\* Bonds will be payable in the first instance from a separate tax levied and collected by the County on behalf of the Washington Suburban Transit Commission, (iv) \$ \_\_\_\_\_\* Bonds will be payable in the first instance from amounts on deposit in the Stormwater Management Fund from a separate ad valorem unlimited tax levied by the County upon all property assessed for the purposes within the Stormwater Management District, and (v) \$ \_\_\_\_\_\* Bonds is expected to be payable in the first

instance from net income of the County's Solid Waste Enterprise Fund.]

Minority Participation: The County encourages each bidder for the Bonds to make a good faith effort to include minority business enterprises in the syndicate purchasing the Bonds. Each bidder is requested to submit with its bid a listing of the initial members of the purchasing syndicate, setting forth the initial contribution of each member and identifying the minority business enterprises with an asterisk(\*). Upon request, the Director of Finance of the County and the Financial Advisor to the County will make available a non-exclusive list of underwriters and investment bankers the County has identified as minority business enterprises.

Price and Interest Rate Bid: Each bidder shall submit one bid on an "all-or-none" basis. Each proposal must specify the amount of the bid for the Bonds, which must be not less than par, and must specify the rate or rates of interest to be paid thereon. Each rate of interest shall be a multiple of one-twentieth (1/20) or one-eighth (1/8) of one percent, but all Bonds of any one maturity must bear interest at the same rate. Any rate named may be repeated. The difference between the maximum and minimum interest rates may not be greater than 3%. A zero rate may not be named. For maturities from 20\_\_ through 20\_\_, inclusive, no interest rate may be bid that is lower than the interest rate in the immediately preceding year.

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\* Preliminary, subject to change.

If the Bonds qualify for issuance of any policy of municipal bond insurance any purchase of municipal bond insurance or commitment therefor shall be made at the sole option and expense of the bidder and any increased costs of issuance of the Bonds resulting by reason of such insurance (including, without limitation, the premium for any such policy of municipal bond insurance and the fees of any rating agencies in connection therewith) shall be paid by such bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

Form of Non-Electronic Bids: Non-electronic bids must be submitted on the prescribed form accompanying this Notice of Sale and must be enclosed in a sealed envelope addressed "Director of Finance, Prince George's County, Maryland, Suite 3200, 3rd Floor, County Administration Building, 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland 20772", and marked on the outside "Bid for Bonds." Non-electronic bids must be received by \_\_:\_\_ a.m., prevailing Eastern Time, on \_\_\_\_, 20\_\_. The time as reflected on PARITY shall be deemed to be the official prevailing Eastern Time.

Each bid should be accompanied by a listing of the members of the purchasing syndicate, setting forth the contribution of each member and designating minority business enterprises with an asterisk(\*).

Electronic Bids: Electronic bids will be received via PARITY, in the manner described below, until \_\_:\_\_ a.m., prevailing Eastern Time, on \_\_\_\_, 20\_\_.

Bids may be submitted electronically via PARITY pursuant to this notice until \_\_:\_\_ a.m., prevailing Eastern Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this notice, the terms of this notice shall control. For further information about PARITY, potential bidders may contact PARITY at i-Deal LLC (817) 885-8900 or (212) 849-5021.

Disclaimer: Each prospective electronic bidder shall be solely responsible to submit its bid via PARITY as described above. Each prospective electronic bidder shall be solely responsible to make necessary arrangements to access PARITY for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor PARITY shall have any duty or obligation to provide or assure access to PARITY to any prospective bidder, and neither the County nor PARITY shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by PARITY. The County is using PARITY as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of PARITY to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the bid parameters set forth herein. All costs and expenses incurred by prospective bidders in connection with their submission of bids via PARITY are the sole responsibility of the bidders; and the County is not responsible, directly or indirectly, for any such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, such bidder should telephone PARITY at i-Deal LLC (817) 885-8900 or (212) 849-5021 and notify the County's Financial Advisor, Public Advisory Consultants, Inc., by facsimile at (410) 581-9808.

Electronic Bidding Procedures: Electronic bids must be submitted for the purchase of the Bonds (all or none) via PARITY. Bids will be communicated electronically to the County at \_\_:\_\_ a.m., prevailing Eastern Time, on \_\_\_\_\_, \_\_\_\_\_ 20\_\_\*. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bids via PARITY, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds, or (3) withdraw its proposed bid. Once the bids are communicated electronically via PARITY to the County, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on PARITY shall constitute the official time.

\*Preliminary, subject to change.

Good Faith Deposit: As a condition precedent to the consideration of any bid proposal, each bidder shall provide with its proposal a good faith deposit in the amount of \$\_\_\_\_\_\* (the "Deposit"). The Deposit shall be in the form of (i) a certified, cashier's or treasurer's check drawn on a responsible financial institution payable to the order of Prince George's County, Maryland, or (ii) a financial surety bond naming the County as beneficiary. If a financial surety bond is to be provided, it must be from an insurance company whose claims paying ability is rated AAA by S&P Global Ratings, a division of S&P Global, Inc. or Aaa by Moody's Investors Service, and which is licensed to issue such a bond in the State of Maryland, and shall name the County as beneficiary (such bond is herein referred to as a "Financial Surety Bond"). In addition, the proposed form of any Financial Surety Bond, including the identity of the insurance company, must be provided to \_\_\_\_\_, Bond Counsel to the County, by facsimile transmission to (\_\_\_\_) \_\_\_\_\_ not later than 3:00 p.m. prevailing Eastern Time on the

business day immediately preceding the bid date. The Financial Surety Bond must identify the bidder whose Deposit is guaranteed by the Financial Surety Bond. If the Bonds are awarded to a bidder utilizing a Financial Surety Bond, then that purchaser is required to submit the amount of the Deposit to the County by wire transfer as instructed by the County not later than noon prevailing Eastern Time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the County to satisfy the Deposit requirement.

If the successful bidder does not carry out the terms of its proposal to purchase the Bonds, the County will be damaged in an amount difficult or impossible to ascertain or estimate, and consequently the County may then retain the entire amount of such bidder's Deposit as stipulated and liquidated damages. Any Deposit of unsuccessful bidders in the form of a check will be returned upon the award of the Bonds. No interest will be paid upon the Deposit by a bidder.

Award of Bonds: The Director of Finance of the County will not consider and will reject any bid for the purchase of less than all of the Bonds. No bid at less than par plus accrued interest, if any, will be considered. The right is reserved to reject any and all bids.

The County expects and intends that the bid for the Bonds will satisfy the federal tax requirements for a qualified competitive sale of bonds, including, among other things, receipt of bids for the Bonds from at least three underwriters, who have established industry reputations for underwriting new issuances of municipal bonds (a "Qualified Competitive Bid"). The County will advise the bidders as promptly as possible after the bids are opened whether the bid constitutes a Qualified Competitive Bid, or, in the alternative a bid that fails to satisfy such requirements (a "Nonqualified Competitive Bid").

If the bid for the Bonds is a Qualified Competitive Bid, the award of the Bonds, if made, will be made as promptly as possible after the bids are opened to the bidder offering the lowest interest rate to the County. If the bid for the bond is a Nonqualified Competitive Bid, the award of the Bonds, if made, will be made promptly as possible after the bids are opened to the bidder offering the lowest interest rate to the County among the bidder or bidders that have confirmed to the County, not later than [TIME], that the bidder or bidders will proceed with the bid for the Bonds following the procedures for a Nonqualified Competitive Sale described below, which are provided to establish the initial sale prices or initial offering prices, as applicable, of the Bonds. **It is noted that such procedures for a Nonqualified Competitive Bid may require the winning bidder and, if applicable, other underwriters of the Bonds, to hold the initial offering prices for certain maturities of the Bonds for up to 5 business days after the sale date, as further specified in form of required certification described below.** The lowest interest rate shall be determined in accordance with the true interest cost (TIC) method by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from the payment date to the sale date of the Bonds and to the price bid, excluding interest accrued to the date of delivery, if any. If two or more responsible bidders have made proposals for the Bonds, each of which represents the lowest true interest cost to the County, then the Bonds shall be awarded to the bidder offering the highest premium, and, if the highest premium is offered by two or more such bidders or if no premium is bid by any of such bidders, then the Bonds may be awarded, with their consent, in a ratable portion among such bidders, or the County may, in its sole discretion, determine to which of such bidders the Bonds

will be awarded. The judgment of the Director of Finance shall be final and binding upon all bidders with respect to the form and adequacy of any bid received and as to its conformity to the terms of this Notice of Sale.

Each bidder for the Bonds shall make a good faith effort to solicit minority business enterprises to participate in the syndicate purchasing the Bonds, but such requirement shall in no way affect the award of the Bonds.

Delivery and Payment: The Bonds will be delivered at \_\_\_:\_\_\_ a.m. prevailing Eastern Time on \_\_\_\_, 20\_\_\* or at such other time or on such earlier or later date as shall be mutually agreed upon by the County and the successful bidder (the "Closing"), at the expense of the County, at the offices of DTC in New York, New York, or at such other place as shall be mutually agreed upon by the County and the successful bidder, upon payment of the amount of the successful bid (including any premium), plus accrued interest to the date of delivery, less the amount of the good faith deposit. Such payment shall be made in federal funds by wire transfer to a designated bank account of the County. At the time of Closing, there will be delivered to the successful bidder the other closing documents hereinafter mentioned and the successful bidder will provide evidence satisfactory to the County that funds have been transferred and are immediately available to the County. It is anticipated that separate CUSIP identification numbers for each maturity will be printed on the Bonds, but neither the failure to print any such number on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of this Notice of Sale.

When delivered, the Bonds shall be duly executed and authenticated and registered in the name of Cede & Co., the partnership nominee of DTC, with one Bond representing each maturity of the Bonds, each in the aggregate principal amount of such respective maturity.

The Bonds may be inspected by the successful bidder at the office of DTC at least one business day prior to Closing.

Legal Opinion: The issuance of the Bonds will be subject to legal approval by \_\_\_\_\_ whose approving opinion will be delivered upon request, without charge, to the successful bidder for the Bonds.

Official Statement: Within seven (7) business days after the award of the Bonds to the successful bidder on the date of sale, the County will authorize and deliver to the successful bidder an Official Statement, which is expected to be substantially in the form of the Preliminary Official Statement referred to below. If so requested by the successful bidder at or before the close of business on the date of the sale, the County will include in the Official Statement pricing and other information with respect to the terms of the reoffering of the Bonds by the successful bidder (the "Reoffering Information"). If no Reoffering Information is specified and furnished by the successful bidder, the Official Statement will include the interest rates on the Bonds resulting from the bid of the successful bidder and the other statements with respect to reoffering contained in the Preliminary Official Statement. The successful bidder shall be responsible to the County and its officials for the Reoffering Information, and for all decisions made by the successful bidder with respect to the use or omission of the Reoffering Information in any reoffering of the Bonds, including the presentation or exclusion of any Reoffering Information in

any documents, including the Official Statement. The successful bidder will also be furnished, without cost, with up to 300 copies of the Official Statement (and any amendment or supplement thereto that is prepared other than as a result of incorrect underwriting information or Reoffering Information furnished by the successful bidder or that is prepared because of a failure of the successful bidder).

The County will undertake to provide the successful bidder with further additional information to be included in such Official Statement when, in the opinion of the County or of Bond Counsel, such additional information constitutes a material change to such Official Statement. The County will take such steps as are necessary to arrange for amending and supplementing the Official Statement in connection with the disclosure of such additional information; provided, however, that the County shall have no obligation to provide such additional information after the date which is 25 days after the "end of the underwriting period," as such term is defined in Securities and Exchange Commission Rule 15c2-12. The successful bidder for the Bonds agrees to provide promptly copies of the Official Statement to a nationally recognized municipal securities information repository in accordance with Securities and Exchange Commission Rule 15c2-12.

Continuing Disclosure: In order to assist bidders in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission, the County will undertake, pursuant to a Continuing Disclosure Certificate, to provide (i) certain financial information and operating data annually, and (ii) notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and also will be set forth in the final Official Statement.

It shall be a condition to the obligation of the successful bidder to accept delivery of and pay for the Bonds that simultaneously with or before delivery and payment for the Bonds, such successful bidder shall be furnished with a fully-executed copy of the Continuing Disclosure Certificate.

Closing Documents: The Bonds will be accompanied by customary closing documents, including a no-litigation certificate, effective as of the date of delivery, stating that there is no litigation pending affecting the validity of the Bonds.

It shall be a condition to the obligation of the successful bidder to accept delivery of and pay for the Bonds that simultaneously with or before delivery and payment for the Bonds such successful bidder shall be furnished a certificate of the appropriate County officials to the effect that to the best of their knowledge and belief, the Official Statement (and any amendment or supplement thereto) (except for the Reoffering Information, information concerning DTC and its book-entry system, and information regarding any municipal bond insurance obtained with respect to the Bonds, as to which no view will be expressed) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and that between the date of sale and the date of delivery of the Bonds there has been no material adverse change in the financial position or revenue of the County, except as reflected or contemplated in the Official Statement.

If the County advises the bidders that the bid for the Bonds constitutes a Qualified Competitive Bid, the winning bidder shall be required to provide to the County information to establish the initial expected offering prices for each maturity of the Bonds for federal income tax purposes by completing a certificate acceptable to Bond Counsel in substantially the form set forth in Exhibit [A-1] to the Preliminary Official Statement, with appropriate completions, amendments and attachments.

If the County advises the bidders that the bid for the Bonds constitutes a Nonqualified Competitive Bid, the winning bidder shall be required to provide to the County information and assurances to establish the initial sale prices or the initial offering prices, as applicable, for each maturity of the Bonds for federal income tax purposes by completing a certification acceptable to Bond Counsel in substantially the form set forth in Exhibit [A-2] to the Preliminary Official Statement, with appropriate completions, omissions and attachments.

The successful bidder for the Bonds, by submitting its bid, agrees to provide a comparative coupons and yields statement for an uninsured transaction if it bids with insurance.

Right to Modify or Amend Notice of Sale; Right to Change Sale: The County reserves the right to modify or amend this Notice of Sale, including as described under "Adjustments to Maturity Schedule" above. If any modifications occur, they will be made available on the BiDCOMP/Parity/www.idealprospectus.com system no later than 9:30 a.m. prevailing Eastern Time on the date of sale, and bidders shall submit their electronic or sealed written bids based on the terms of this Notice of Sale, as so modified. In addition, the County reserves the right to change the date of sale. Any such change will be communicated through the BiDCOMP/Parity/www.i-dealprospectus.com system. If any date fixed for the receipt of bids and sale of the Bonds is changed, any alternative sale date and time and any revised date of expected delivery will be announced via the BiDCOMP/Parity/www.i-dealprospectus.com system at least 24 hours prior to such alternative sale date and time.

Contact Persons: The Preliminary Official Statement concerning the Bonds, together with the Notice of Sale and the required form of Bid for Bonds, and a list of underwriters and investment bankers that the County has identified as minority business enterprises, will be supplied to prospective bidders upon request made to the Director of Finance of Prince George's County, Maryland, County Administration Building, Suite 3200, 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland 20772, (301) 952-5025; or from Public Advisory Consultants, Inc., 25 Crossroads Drive, Suite 402, Owings Mills, Maryland 21117, (410) 581-4820. Such Preliminary Official Statement is deemed final as of its date by the County for purposes of Securities and Exchange Commission Rule 15c2-12 but is subject to revision, amendment and completion in the Official Statement referred to above.

PRINCE GEORGE'S COUNTY, MARYLAND

By: \_\_\_\_\_

Rushern L. Baker, III  
County Executive

**BID FOR BONDS**

\_\_:\_\_ a.m.  
 Prevailing Eastern Time \_\_\_\_, 20\_\_ \*  
 Director of Finance  
 Prince George's County, Maryland  
 Suite 3200, 3rd Floor  
 County Administration Building  
 14741 Governor Oden Bowie Drive  
 Upper Marlboro, Maryland 20772

Dear Director of Finance:

Subject to the provisions and in accordance with the terms of the Notice of Sale, which is incorporated by reference and made a part of this Bid for Bonds, we offer to purchase the obligations of Prince George's County, Maryland, described in such Notice of Sale, being \$\_\_\_\_\_\* in aggregate principal amount of the Prince George's County, Maryland General Obligation [Consolidated] Public Improvement Bonds, Series 20\_\_ (the "Bonds"). Such Bonds are to be dated \_\_\_\_, 20\_\_, to mature on the several years shown below in the tables below (subject to prior redemption as provided in such Notice of Sale) and to bear interest at the rates per annum set opposite such years, respectively, in said tables. The Bonds will bear interest at the rates shown in the tables:

**\$\_\_\_\_\_ \* General Obligation [Consolidated] Public Improvement Bonds, Series 20\_\_**  
**MATURITIES, AMOUNTS AND INTEREST RATES TABLE**

<u>Maturity</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Principal</u>	<u>Interest Rate</u>
	<u>Amount*</u>	<u>(Per Annum)</u>		<u>Amount*</u>	<u>(Per Annum)</u>
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		

\*Preliminary, subject to change and/or adjustment as described in the Notice of Sale

**(CROSS OUT SERIAL BOND MATURITIES BEING PURCHASED AS TERM BONDS)**

We are designating the following years as term bonds maturing \_\_\_\_\_ of the years and bearing interest at the rates indicated:

First Year of Mandatory Sinking	Year of Term	
<u>Fund Redemption</u>	<u>Bond Maturity</u>	<u>Interest Rate</u>

**[LEAVE BLANK IF NO BONDS ARE SPECIFIED]**

_____	_____	_____ %
_____	_____	_____ %

We will pay amounts equal to the par value of

The Bonds	\$ _____
Plus a premium in the amount of	\$ _____
Total of the Bonds	\$ _____

[And also accrued interest from \_\_\_\_\_, 20\_\_, to the date of the delivery of the Bonds  
\$ \_\_\_\_\_.]

We enclose herewith (check one): (i) a certified check upon, or a cashier's or treasurer's check drawn on, a responsible financial institution, payable to the order of Prince George's County, Maryland, in the amount of \$ \_\_\_\_\_, (ii) or a financial surety bond naming the County as beneficiary, which check or financial surety bond is to be applied in accordance with the Notice of Sale.

_____	Certified Cashier's or Treasurer's Check
_____	Financial Surety Bond

If we are the successful bidder for the Bonds, we agree to comply with all of the obligations and requirements of the Notice of Sale.

Firm:

And Associates (see list attached) (1)

By:

\_\_\_\_\_  
Authorized Signature

Telephone ( \_\_\_\_\_ )

Fax ( \_\_\_\_\_ )

**NOTE: NOT A PART OF THIS BID.** Aggregate amount of interest from date of the Bonds to final maturity and the true interest cost of this proposal, determined in accordance with the

method described in the Notice of Sale, is:

Aggregate amount of interest from date of Bonds to final maturity	\$ _____
True interest cost	_____ %

(1) Please note: The list of Associates attached should set forth the contribution of each member of the syndicate and designate minority business enterprises with asterisks as required in the Notice of Sale.



# Prince George's County Council

## Agenda Item Summary

**Meeting Date:** 10/23/2018

**Effective Date:** 12/31/2018

**Reference No.:** CB-067-2018

**Chapter Number:** 70

**Draft No.:** 1

**Public Hearing Date:** 10/23/2018 @ 10:00 a.m.

**Proposer(s):** County Executive

**Sponsor(s):** Glaros, Davis, Turner, Taveras, Franklin and Patterson

**Item Title:** AN ACT CONCERNING THE ISSUANCE AND SALE OF GENERAL OBLIGATION AND STORMWATER MANAGEMENT BONDS for the purpose of authorizing and empowering Prince George's County, Maryland to issue and sell an amount not to exceed Three Hundred Ninety-Five Million, One Hundred Seventy-Four Thousand (\$395,174,000) in aggregate principal amount of general obligation and stormwater management bonds for the purpose of providing funds for financing in whole or in part costs of the planning, acquisition, construction, reconstruction, establishment, extension, enlargement, demolition, improvement, constituting facilities (including without limitation any land, interest in land or equipment) for the control and disposition of storm and surface waters, including floodproofing, flood control or navigation programs and other stormwater programs and systems, environmental restoration and/or wetlands construction, and the protection, conservation, creation and acquisition of certain property described in the Maryland Annotated Code Environment Article consistent with federal and Maryland laws and regulations on the subject of nontidal and private wetlands, as applicable, including describing the capital projects to be financed in whole or in part from the proceeds of the bonds hereby authorized and the estimated costs thereof; or purchase of certain capital projects set forth in the capital budget of the County for the fiscal year ending June 30, 2019, or usable portions thereof, including describing the capital projects to be financed in whole or in part from the proceeds of the bonds hereby authorized and the estimated costs and the probable useful lives thereof; prescribing or providing for the procedures for the issuance and sale of such bonds at private (negotiated) sale or public sale public sale; declaring the County's official intent to reimburse itself for certain expenditures paid before the issuance of the bonds authorized hereby in accordance with applicable Income Tax Regulations; authorizing the consolidation of such bonds with other bonds for purposes of such sale; showing compliance with the power of the County to incur indebtedness; directing the application of the proceeds of such bonds and the proceeds of bonds previously issued by an act of the County; pledging the full faith and credit and taxing power of the County to the payment of such bonds and providing for the levy and collection of taxes necessary for the payment of the principal of and interest on such bonds when due and covenanting to issue the bonds in anticipation of which such notes are issued; pledging Clean Water Act Fees to the payment of the principal of and interest on such bond anticipation notes when due; authorizing and empowering the County to issue and sell an amount not to exceed Three Hundred

Ninety-Five Million, One Hundred Seventy-Four Thousand Dollars (\$395,174,000); directing the application of the proceeds of such bonds; providing for the issuance of such bond anticipation notes in the form of commercial paper or revolving loan notes; providing for the issuance of such bond anticipation notes and the bonds authorized hereby in the form of variable rate demand obligations; authorizing certain determinations to be made in connection with the sale of any such bond anticipation notes; authorizing the consolidation of such bond anticipation notes with other notes for purposes of such sale; authorizing and empowering the County to issue, sell and deliver general obligation and stormwater management refunding bonds for the purpose of refunding all or a part of the bonds authorized hereby in an aggregate principal amount not to exceed 150% of the outstanding principal amount of the bonds to be refunded thereby, the proceeds of such refunding bonds to be used for the public purpose of providing funds sufficient to pay principal of, redemption premium, if any, and interest on such refunded bonds at the respective maturity, redemption, and interest payment dates of such refunded bonds; prescribing or providing for the procedure for the issuance and sale of such refunding bonds; empowering the County Executive to determine the time and method for the sale of such refunding bonds and other details with respect to the sale of such refunding bonds; pledging the full faith and credit of the county to the payment of such refunding bonds and the interest on such refunding bonds, when due; and providing for the levy and collection of taxes necessary for the payment of the principal of and interest on such refunding bonds when due, showing compliance with the limitations on the power of the County to incur indebtedness; pledging Clean Water Act Fees to the payment of the principal of and interest on such refunding bonds when due; covenanting or providing for the making of certain covenants on matters relating to the tax-exempt status of interest on such bonds, bond anticipation notes and refunding bonds, as applicable; providing for compliance with Securities and Exchange Commission Rule 15c2-12; providing for the authorization of and entry into interest rate exchange agreements or contracts in connection with or incidental to any of the obligations authorized by this Act; authorizing the County Executive to delegate to appropriate officials the power to make certain determinations and sign certain documents, certificates or agreements authorized to be made or signed by the County Executive herein; and otherwise generally determining or providing for the determination of certain matters in connection with the issuance, sale and delivery of the general obligation and stormwater management bonds, bond anticipation notes and refunding bonds authorized by this Act.

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**Drafter:**                   Kassandra Esposito Blissett, Office of Management and Budget

**Resource Personnel:** Stanley A. Earley, Office of Management and Budget

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**LEGISLATIVE HISTORY:**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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09/04/2018 County Council presented and referred PSFM

**Action Text:**

This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee

09/20/2018 PSFM Favorably County Council  
recommended

**Action Text:**

This Council Bill was Favorably recommended to the County Council

Aye: 3 Davis, Turner and Lehman

Absent: 2 Taveras and Patterson

09/25/2018 County Council introduced

**Action Text:**

This Council Bill was introduced by Council Members Davis, Glaros,, Turner, Taveras, Franklin and Patterson

10/23/2018 public hearing held

**Action Text:**

This Council Bill was public hearing held

10/23/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Council Member Patterson, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 8 Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and  
Turner

Absent: 1 Glaros

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill provides the authority to issue and sell in an amount not to exceed Three Hundred Ninety-Five Million, One Hundred Seventy-Four Thousand Dollars (\$395,174,000) in general obligation bonds to finance County, School, Community College, Library and Stormwater Management Capital projects in the FY 2019 Capital Budget, general obligation bond anticipation notes in anticipation of any such bonds, stormwater management and general obligation refunding bonds.

The projects are listed in Attachment 1 of the legislation. The fiscal impact on the County for any bonds or bond anticipation notes will be negative to the extent of the debt service obligation incurred by the County when the bonds or notes are sold; the fiscal impact on the County for any refunding bonds should be positive when such refunding bonds are sold.

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**Document(s):** B2018067, CB-67-2018 Attachment 1, CB-67-2018 AIS, CB-67-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-67-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY and FISCAL MANAGEMENT

**Date** 9/20/18

**Action:** FAV

---

**REPORT:** Favorable, 3-0 In Favor: Council Members Davis, Lehman, Patterson, and Turner.  
Absent: Taveras and Patterson.

CB-67-2018 authorizes the County to issue and sell up to \$395,174,000 in general obligation and stormwater management bonds to finance various County capital projects approved in the FY 2019 Capital Improvement Budget and Program. The projects to be financed are included in Attachment 1. The projects will fund projects in the following departments:

- The Board of Education
- The Department of Public Works and Transportation
- The Memorial Library System
- The Health Department
- The Department of Corrections
- The Circuit Court
- The Police Department
- The Fire/EMS Department
- The Community College
- The Office of Central Services
- The Office of Information Technology
- The Stormwater Management District

Carole Loew Nedab provided the Committee an overview of CB-67-2018.

The Office of Law reports CB-67-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports that enactment of the CB-067-2018 may have positive impact on the County when the Bonds are sold.

After discussion, the Public Safety and Fiscal Management Committee voted CB-67-2018 out favorably, 3-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-70-2018  
 Chapter No. 72  
 Proposed and Presented by The Chair (by request – County Executive)  
 Introduced by Council Members Glaros, Toles, Harrison, Lehman, Davis,  
Turner, Taveras, Franklin and Patterson  
 Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement- Deputy Sheriff's

3 Association of Prince George's County, Inc. (Civilian Units)

4 For the purpose of approving the labor agreement by and between Prince George's County,  
 5 Maryland and the Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units),  
 6 to provide for wages and certain other terms and conditions of employment for personnel  
 7 classifications certified by the Prince George's County Public Employee Relations Board.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 16. PERSONNEL.

10 Section 16-233(f)(21),

11 The Prince George's County Code

12 (2015 Edition; 2017 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 14 Maryland, that Section 16-233(f)(21) of the Prince George's County Code be and the same is  
 15 hereby repealed and reenacted with the following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 19. COLLECTIVE BARGAINING.

18 Sec. 16-233. General.

19 \* \* \* \* \*

20 (f) The following collective bargaining agreements are hereby adopted and approved:

21 \* \* \* \* \*

1           **(21) Declaration of Approval – The Deputy Sheriff's Association of Prince**  
2           **George's County, Inc. (Civilian Units).**

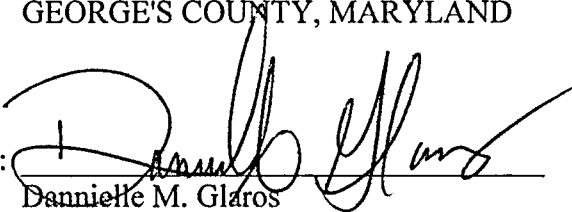
3           The County Council of Prince George's County, Maryland, having fully  
4           considered the labor agreement concluded between Prince George's County, Maryland and the  
5           Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units) on August 14,  
6           2018, hereby approves said agreement in accordance with the provisions of Section 13A-109 of  
7           the Prince George's County Code.

8           SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
9           calendar days after it becomes law and the Agreement, unless specifically stated otherwise in a  
10          specific provision, shall be retroactively effective to July 1, 2018.

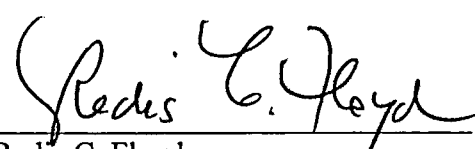
Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

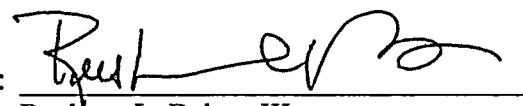
ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 11/14/2018

BY:

  
Rushern L. Baker, III  
County Executive

AGREEMENT  
BETWEEN  
PRINCE GEORGE'S COUNTY, MARYLAND  
AND  
DEPUTY SHERIFF'S ASSOCIATION OF  
PRINCE GEORGE'S COUNTY, INC. (CIVILIAN EMPLOYEES)  
July 1, 2018 - June 30, 2020

## TABLE OF CONTENTS

<b>PREAMBLE AND SCOPE.....</b>	<b>1</b>
<b>ARTICLE 1 -- RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 2 -- ORGANIZATIONAL SECURITY.....</b>	<b>1</b>
<b>ARTICLE 3 -- NON-DISCRIMINATION.....</b>	<b>1</b>
<b>ARTICLE 4 -- MANAGEMENT RIGHTS.....</b>	<b>1</b>
<b>ARTICLE 5 -- BASE SALARY RATE .....</b>	<b>2</b>
Section 5.01 Wage Scale .....	2
Section 5.02 Wages.....	2
<b>ARTICLE 6 -- SPECIAL SALARY RATES .....</b>	<b>3</b>
Section 6.01 Callback Pay .....	3
Section 6.02.01 Holiday Observance.....	3
Section 6.02.02 Holiday Pay.....	4
Section 6.02.03 Special Pay Provision: Police Memorial Day.....	4
Section 6.03.01 Computation of Overtime .....	4
Section 6.03.02 Pyramiding.....	4
Section 6.04 Shift Differential .....	4
Section 6.05 Acting Pay.....	5
Section 6.06 Court Time Compensation.....	6
Section 6.07 Trainer Pay.....	6
Section 6.08 Interpreter Pay.....	6
Section 6.09 Headquarters Closing.....	6
<b>ARTICLE 7 -- FRINGE BENEFITS.....</b>	<b>7</b>
Section 7.01 Clothing Issue and Allowance .....	7
Section 7.02 Annual Leave.....	7
Section 7.03 Sick and Annual Leave Disposition Upon Separation.....	8
Section 7.04 Personal Leave .....	9
Section 7.05 Discretionary Leave.....	9
Section 7.06 Additional Leave Provision .....	9
Section 7.07 Blood Donation Leave .....	10
Section 7.08 Disability Leave.....	10
Section 7.09 Bereavement Leave.....	10
Section 7.10 Voting Leave.....	10
Section 7.11 Presidential and Union Business Leave.....	10
Section 7.12 Accidental Life Insurance Benefit .....	11
Section 7.13 Health Insurance Premiums .....	11
Section 7.14 Sick Leave Bank .....	12
Section 7.15 Compensatory Leave/Sick Leave .....	13
<b>ARTICLE 8 -- SUPPLEMENTAL RETIREMENT BENEFIT .....</b>	<b>13</b>
<b>ARTICLE 9 -- COOPERATION .....</b>	<b>13</b>
Section 9.01 Labor-Management Committee.....	13
Section 9.02 Joint Study Committees .....	13

ARTICLE 10 -- DISCIPLINE .....	14
ARTICLE 11 -- GRIEVANCE PROCEDURE.....	15
ARTICLE 12 -- CAREER ADVANCEMENT .....	16
ARTICLE 13 -- LAYOFFS AND RECALL .....	17
ARTICLE 14 -- PERSONNEL FILES .....	17
ARTICLE 15 -- HEALTH AND SAFETY.....	18
ARTICLE 16 -- OVERTIME SCHEDULING .....	19
ARTICLE 17 -- TRANSPORTATION.....	19
ARTICLE 18 -- TRAINING.....	19
ARTICLE 19 -- EQUIPMENT AND SUPPLIES.....	19
ARTICLE 20 -- TRANSFER.....	20
ARTICLE 21 -- SUBCONTRACTING .....	20
ARTICLE 22 -- PUBLICATION OF AGREEMENT .....	20
ARTICLE 23 -- SAVINGS CLAUSE .....	20
ARTICLE 24 -- DURATION.....	21
ATTACHMENT A - SALARY SCHEDULE Z.....	23
ATTACHMENT B – PERB CERTIFICATION LIST .....	35
Date of Certification .....	36
Positions Involved.....	36
ATTACHMENT C – CLASSES OF WORK.....	38

## **PREAMBLE AND SCOPE**

This Agreement is entered into by and among Prince George's County, Maryland (hereinafter referred to as the "County"), the Office of the Sheriff, Prince George's County, Maryland (hereinafter referred to as the "Sheriff" or "Office of the Sheriff") and The Deputy Sheriff's Association of Prince George's County, Inc. Civilian Employees (hereinafter referred to as the "DSA") and has as its purposes to set forth the Agreement of the parties on compensation and working conditions for employees in the bargaining unit and to promote harmonious relations among the County, the Sheriff and the DSA.

## **ARTICLE 1 -- RECOGNITION**

For purposes of subjects within the scope of this Agreement, the County recognizes the DSA as the sole and exclusive bargaining agent of the employees of the Office of the Sheriff of Prince George's County, Maryland ("Sheriff") Civilian Units as established in Attachment B for which it was certified by the Prince George's County Public Employee Relations Board. All classes of work covered by this Agreement are listed in Attachment C.

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

All employees covered by this Agreement who are members of the DSA or who elected to become a member of the DSA shall remain members of the DSA for the duration of this Agreement. Except as provided below, all employees covered by this Agreement who elect not to become members of the DSA shall be required, as a condition of continued employment, to pay a service fee in an amount not greater than the dues paid by members of the DSA which shall be remitted to the DSA. Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1997, and who has never elected to become a member of the DSA, shall not be subject to the dues deduction and service fee provisions of this Article.

## **ARTICLE 3 -- NON-DISCRIMINATION**

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 the DSA.

## **ARTICLE 4 -- MANAGEMENT RIGHTS**

Except as specifically modified or restricted in this Agreement, the Sheriff reserves the right to determine the standards of service offered the public; to maintain the efficiency of the Office of the Sheriff; to determine the methods, means and personnel by which Office of the Sheriff operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause, relieve employees from duty because of lack of work; to take any action necessary to

carry out the mission of the Office of the Sheriff.

## **ARTICLE 5 -- BASE SALARY RATE**

### **Section 5.01 Wage Scale**

A. Employees covered by this Agreement are covered by Salary Schedule Z, attached hereto as Attachment A, amended as of July 1, 2007.

B. Effective July 1, 2005, the Salary Schedule Z will become a Min-Max Schedule and the current Step A becomes the Min rate and current Step U becomes the new Max rate on all grades.

C. Effective July 1, 2007, no employee in the bargaining unit shall be paid less than the Prince George's County Living Wage as from time to time determined. The Living Wage is not subject to COLAs or merit increases. Employees paid under this provision of the Agreement will not receive additional cost of living or merit increases unless the wage rate contained in the Agreement for their assigned position, as COLAs and merit increases are added, is above the County Living Wage, at which time the wage rate contained in the Agreement will apply.

D. Effective July 1, 2008, the Max rate will be increased by three and one-half percent (3.5%).

E. Effective July 1, 2017, the maximum rates will be increased by three and one-half percent (3 1/2%). The minimum and maximum rates will be increased in accordance with the COLA for Fiscal Year 2018, as set forth in Section A of Article 5.02 Wages.

F. Effective July 1, 2018, the County will eliminate Grade Z06 and Grade Z07. The minimum salary for Grade Z08 will be set at \$14.40 in accordance with the County Living Wage and all other steps in the pay scale will be adjusted accordingly.

### **Section 5.02 Wages**

#### **A. Wage Adjustments**

1. Employees covered by this Agreement will receive a one and three-quarter percent (1.75%) cost of living adjustment (COLA) effective the first full pay period in January 2019.
2. Employees covered by this Agreement will receive a one and one-half percent (1.50%) cost of living adjustment (COLA) effective the first full pay period in January 2020.

#### **B. Merit Increases**

Employees covered by this Agreement will receive the following merit increases:

1. Employees eligible to receive a merit increase in FY2019 will receive that merit increase on their anniversary date.

2. Employees eligible to receive a merit increase in FY2020 will receive that merit increase on their anniversary date.
3. There will be no other merit increases paid for the duration of this Agreement.

**C. Min – Max Rates**

Effective July 1, 2018, the maximum rates will be increased by three and one-half percent (3.5%). The minimum and maximum rates shall also be increased in accordance with the COLAs as set forth in Section 5.02(A).

**ARTICLE 6 -- SPECIAL SALARY RATES**

**Section 6.01 Callback Pay**

A. If the Sheriff or his/her designee requires an employee to return to work to perform duties on behalf of the Prince George's County Office of the Sheriff during the employees normal off-duty hours, the County will pay the employee for a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay. However, an employee who is called back to active duty under this provision shall only be entitled to receive compensation for one (1) three (3) hour call back during any eight (8) hour period. An employee called back more than once during an eight (8) hour period shall receive compensation for the actual hours worked at one and one half (1 1/2) times the employee's hourly base rate of pay.

B. If an employee is called at home by the Sheriff or his/her designee and required to work at home on behalf of the Department during his/her normal off-duty hours, he/she will be compensated for the work performed at the overtime rate based on half hour increments (0-30 minutes = one half hour, 31-60 minutes = one hour).

C. This provision shall not apply to administrative hearings or disciplinary procedures or any other previously scheduled assignment.

**Section 6.02.01 Holiday Observance**

A. Employees covered by this Agreement will observe regular County holidays on the same dates as the Courts observe them, even when the County's date of observance is different. Whenever Christmas Day, New Year's Day or Independence Day falls on a weekend and is celebrated by the County on the preceding Friday or following Monday, employees who work either on the day the holiday falls or on the day it is celebrated shall be entitled to holiday pay. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to holiday pay only as to the first such day scheduled to work.

B. The holidays established by the Personnel Law are listed below:

New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas

Day, Presidential Inauguration Day (every four (4) years), and County Employees' Appreciation Day.

#### **Section 6.02.02 Holiday Pay**

A. Eligible employees shall receive straight time pay for each of the designated holidays on which they are scheduled to work but on which they perform no work.

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

C. All employees must be in a pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay.

#### **Section 6.02.03 Special Pay Provision: Police Memorial Day**

Employees covered by this Agreement who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section 6.02.02 (Holiday Pay) above.

#### **Section 6.03.01 Computation of Overtime**

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

#### **Section 6.03.02 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.

#### **Section 6.04 Shift Differential**

A. Effective the first full pay period beginning on or after September 1, 2016, a shift differential of two dollars and sixty-five cents (\$2.65) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m., or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.

B. Effective the first full pay period beginning on or after July 1, 2017, a shift differential of two dollars and eighty cents (\$2.80) per hour shall be paid for all time worked on the first (1st)

shift (i.e., the night shift - 11 p.m. to 7 a.m., or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.

C. Effective the first full pay period beginning on or after September 1, 2016, a shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m., or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.

D. Effective the first full pay period beginning on or after July 1, 2017, a shift differential of two dollars and forty cents (\$2.40) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m., or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.

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

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

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

#### **Section 6.05 Acting Pay**

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

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

### **Section 6.06 Court Time Compensation**

If, as a result of actions taken during the course of employment with the Office of the Sheriff, an employee covered by this Agreement is subpoenaed to appear in Court and does personally appear and checks in pursuant to applicable Court procedure(s) on the employee's day off, the employee will be paid a minimum of three (3) hours pay at the overtime rate.

### **Section 6.07 Trainer Pay**

Effective the first full pay period in July 2018, employees who are assigned to provide on-the-job training for employees, designed to be five (5) days or more in duration and excluding training provided by the immediate supervisor of the employee receiving the training, will receive a payment of two dollars (\$2.00) per hour. Effective the first full pay period in July 2019, the payment will increase to two dollars and fifty-cents (\$2.50) per hour. Bargaining unit employees who are asked to conduct a training session that is outside of their regular job responsibilities will receive Trainer pay for the duration of the class sessions.

### **Section 6.08 Interpreter Pay**

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

Effective the first full pay period in July 2018, employees will receive a lump sum payment of six hundred dollars (\$600.00) per year beginning within thirty (30) days following their certification. Effective the first full pay period in July 2019, employees will receive a lump sum payment of seven hundred dollars (\$700.00) per year beginning within thirty (30) days following their certification.

Effective the first full pay period in July 2018, employees certified in sign language, as selected, will receive a lump sum payment of four hundred dollars (\$400.00) per year beginning within thirty (30) days following verification of such certification. Effective the first full pay period in July 2019, employees certified in sign language, as selected, will receive a lump sum payment of five hundred dollars (\$500.00) per year beginning within thirty (30) days following verification of such certification.

### **Section 6.09 Headquarters Closing**

When the Sheriff closes Headquarters for an entire day, or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for other emergency circumstances, employees who are ordered to report to Headquarters will be paid two dollars (\$2.00) per hour, in addition to their regular wage rate, for hours actually worked subsequent to the closure. Employees assigned to work the first and third shifts will receive the same benefit noted above in addition to their regular shift differential. Hours worked over and above the employee's regularly scheduled work shift will be paid at the appropriate premium

rate, if any, and will not include the two dollar (\$2.00) premium noted in this Section.

This Section shall not apply when the County Executive closes County offices for an entire day or any portion thereof as set forth in Section 7.06 of this Agreement. In such situations, Section 7.06 will continue to be the operative section.

## **ARTICLE 7 -- FRINGE BENEFITS**

### **Section 7.01 Clothing Issue and Allowance**

A. The Sheriff will continue to issue uniforms to employees covered by the Agreement who are required to wear them and to replace worn and unserviceable uniforms. Employees will continue to maintain their uniforms by cleaning and making minor repairs.

B. Effective the first full pay period beginning in July 1, 2018, the annual uniform maintenance allowance will be increased to seven hundred dollars (\$700.00) for Security Officers. These allowances will be paid in a single payment in July of each year.

C. Uniforms will be provided for the Mail Courier and effective the first full pay period following the passage of legislation enacting this provision, the Mail Courier will also receive a seven hundred dollar (\$700.00) annual uniform allowance. Thereafter, this allowance will be paid in a single payment in July of each year.

D. The Sheriff agrees to add Civilian member(s) to the Uniform Board.

E. The Sheriff will provide a uniform shirt to employees assigned to the Records and Teletype Sections. Blue utility uniforms for employees in the Records and Teletype Divisions will be issued and replaced as necessary. These employees will be required to wear the uniform.

F. The Sheriff agrees to convene a committee to make recommendations to the Sheriff regarding the attire for the implementation of a dress code for the civilian staff. Said committee will be comprised of three (3) members of the DSA and three (3) members of management.

### **Section 7.02 Annual Leave**

A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave).

B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A., above.

C. Effective beginning with the 1997 leave year, employees who are over the three hundred sixty (360) hours limit at the end of that leave year will be able to convert any annual leave in excess of three hundred sixty (360) hours to new sick leave.

D. Employees covered by this Agreement must use compensatory time they have accumulated prior to using annual leave.

### **Section 7.03 Sick and Annual Leave Disposition Upon Separation**

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

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

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

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

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

5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year (i.e., new sick leave) is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. In addition, any old sick leave not cashed out under paragraph 4 may be used to purchase MSRS pension credit at the applicable rate;

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

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 if the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

#### **Section 7.04 Personal Leave**

Twenty-four (24) hours of paid personal leave per wage reporting year -- including the four (4) hours granted in lieu of General Election Day -- shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

#### **Section 7.05 Discretionary Leave**

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

#### **Section 7.06 Additional Leave Provision**

A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this 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 day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour worked during the period of County office closure (not to exceed twelve (12) hours per employee per twenty-four (24) hour period). For example, if the County government closes three (3) hours early, each employee working shifts 1, 2 and 3, shall receive three (3) hours of compensatory leave.

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

B. If the employee is directed by the employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned 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.

#### **Section 7.07 Blood Donation Leave**

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The employer may request verification of such donation.

#### **Section 7.08 Disability Leave**

A. Disability leave will be administered in accordance with the Personnel Law and Administrative Procedure 284 (Administration of Employee Leave).

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

#### **Section 7.09 Bereavement Leave**

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

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

#### **Section 7.10 Voting Leave**

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

#### **Section 7.11 Presidential and Union Business Leave**

A. Subject to the conditions set forth herein, the President of the DSA and employees covered by this Agreement may be granted, at the request of the DSA, union business leave for official DSA business for the purpose of attending workshops, conventions, conferences and seminars, and for conducting union business. Where leave is requested for employees covered by this Agreement to attend workshops, conventions, conferences and seminars, the Chairperson of the DSA must deliver to the Sheriff a written request for the leave at least ten (10) working days

before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which the leave is requested.

B. The County will provide two hundred fifty (250) hours of union business leave per fiscal year covered by this Agreement for attendance at workshops, conventions, conferences and seminars, and for conducting union business. Union members may use up to forty (40) hours of the two hundred and fifty (250) hours for contract negotiation preparation provided that no more than four (4) hours per employee can be taken during a work day. No union business leave will be granted pursuant to this Section when the two hundred fifty (250) hours has been used up during a fiscal year, and any unused balance of the two hundred fifty (250) hours of union business leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for union business leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that the DSA will not request union business leave under this Section for business or activities that are detrimental to the Department.

C. The President of the DSA, or in his/her absence their designee, shall be granted full-time release in accordance with the provisions set forth in the Collective Bargaining Agreement between the County and the Deputy Sheriff's Association (Sworn Unit). The duties of the President, or his/her designee, include but are not limited to administration of the Civilian Collective Bargaining Agreement.

#### **Section 7.12 Accidental Life Insurance Benefit**

Effective July 1, 2015, in addition to any other life insurance or death benefit provided by the County, the County shall pay a death benefit of thirty thousand dollars (\$30,000.00) upon the death of any employee covered by this Agreement whose death results from an accident on or off the job.

#### **Section 7.13 Health Insurance Premiums**

A. During Calendar Year 2015, 2016, and 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective January 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option insurance plan for any employee or retiree who elects to participate in the program. Participating employees and retirees shall contribute the remaining thirty percent (30%).

B. During Calendar Year 2015, 2016 and 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two percent (22%). Effective January 1, 2018, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee or retiree who elects to participate in the

program. Participating employees and retirees shall contribute the remaining twenty-five percent (25%).

C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. During Calendar Year 2015, 2016, and 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription and optical care programs for any employee covered by this Agreement who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead. Effective January 2018, the County shall contribute eighty-five (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%).

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

F. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

G. Employees may contribute up to the maximum dollar amount allowed by IRS regulations in a dependent flexible spending account and in a medical flexible spending account.

H. 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 7.14 Sick Leave Bank**

A. The Union shall have the right to establish and maintain a "Sick Leave Bank." Such sick leave shall be accumulated through voluntary donations of sick leave by bargaining unit members. This leave may then be transferred to the account of another bargaining unit member with zero leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee.

B. The administration of this leave bank shall be the responsibility of the Union. Parties are to develop an agreed-to form to be used for transferring sick leave under this provision. The County agrees to maintain the records of the sick leave bank and shall only transfer sick leave from this bank to the account of an employee upon receiving written authorization from the

Union. The use of such sick leave is subject to approval by the Sheriff.

### **Section 7.15 Compensatory Leave/Sick Leave**

A. Effective July 1, 2001, employees will have the option to use accumulated County (non-FLSA) Compensatory Leave in lieu of sick leave when the employee's accrued sick leave has been exhausted.

B. Effective July 1, 2001, those employees who have been advanced sick leave and have not reimbursed the County for such advanced sick leave as of June 30, 2001, may use their accumulated County (non-FLSA) Compensatory Leave to offset any such advanced sick leave remaining.

## **ARTICLE 8 -- SUPPLEMENTAL RETIREMENT BENEFIT**

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

B. A Joint Study Committee with equal representation of the Union and the County shall be established and meet quarterly beginning July 1, 1999, to study whether there may be feasible pension alternatives for employees covered by this Agreement. By July 1, 2000, the Committee shall report its findings, with recommendations, to the Director, Office of Personnel and Labor Relations for forwarding to the Chief Administrative Officer.

## **ARTICLE 9 -- COOPERATION**

### **Section 9.01 Labor-Management Committee**

The DSA President and two (2) other employees covered by this Agreement and designated by the DSA President shall participate with Management on a Labor-Management Committee. The Committee may meet as issues arise at times convenient to both parties, but not more than once a month unless so agreed by the parties. The party requesting a meeting of the Labor-Management Committee shall give the other party written notice of agenda item(s).

### **Section 9.02 Joint Study Committees**

A. A Joint Study Committee, consisting of the DSA, the Sheriff and the Office of Human Resources Management, will be established to examine the current promotional selection process with the objective of having the Sheriff interview and consider as many qualified bargaining unit members as possible for promotional vacancies. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

B. A Joint Study Committee will be established to examine the dress code policy for civilian employees of the Sheriff, including the standards of dress for each section and the policy for deciding when to replace worn or unserviceable uniforms. Committee recommendations will be

made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

C. A Joint Study Committee will be established to examine voluntary overtime distribution. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

D. A Joint Study Committee will be established to examine the subject of work schedules and alternative schedules for employees covered by this Agreement. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

## **ARTICLE 10 -- 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 the DSA of its intent to take disciplinary action at least five (5) 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. When a notice of intent is served while an employee is on approved sick or annual leave or scheduled day off, the five (5) 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, 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 DSA 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 DSA representative is unavailable, the employee may select another DSA representative who can be present during the investigatory interview.

D. The DSA 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 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 11 (Grievance 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 supervisor is involved in a counseling session at one time, the employee being counseled may request that a DSA member of his/her choice be present and shall be granted a reasonable amount of time to produce that person. But 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 DSA 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 11 -- GRIEVANCE PROCEDURE**

Any question arising out of and during the term of this Agreement involving an interpretation or application of any of the express provisions of this Agreement shall be considered a grievance and subject to resolution pursuant to the following procedures:

### **1. Step 1.**

a. When an employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the DSA President, within ten (10) working days after the occurrence of the violation, shall file with the Sheriff a written notice of

the grievance. The written notice must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the agreement alleged to have been violated.

b. Upon receipt of a grievance, the Office of the Sheriff will either process the grievance itself or refer it to the County Office of Human Resources Management for processing depending on whether the grievance is based on actions taken by, and under the jurisdiction of, the Office of the Sheriff or the County. The Office of the Sheriff will notify the DSA if the grievance is referred to the County. The County or the Office of the Sheriff, as applicable may take up to thirty (30) working days to complete its investigation. Within said thirty (30) day period, the aggrieved employee, the President of the DSA, and a representative of the County or the Office of the Sheriff, as applicable, will meet at a mutually agreeable time and endeavor to adjust the matter. The County or the Office of the Sheriff, as applicable, will provide the DSA with a written response to the grievance not later than seven (7) working days following the meeting. If the parties fail to resolve the grievance at this Step 1, either the DSA President, or the County or the Office of the Sheriff, as applicable, may, within ten (10) working days after the grievance has been denied or not adjusted at Step 1, provide to the other party, notice of intent to arbitrate said grievance. Time limits as provided for herein may be extended by mutual agreement of the parties.

## 2. Step 2.

a. In the event that the parties are unable to agree on an arbitrator, the DSA and the County or the Office of the Sheriff, as applicable, shall request the American Arbitration Association to provide them with a list of arbitrators from which the arbitrator shall be selected. The rules of the American Arbitration Association shall govern the selection of the arbitrator and the conduct of the arbitration.

b. The decision of the arbitrator shall be specifically limited to the matter submitted to him/her. He/She shall have no authority in any manner to amend, alter or change any provision of this Agreement. The decision of the arbitrator shall be final, binding and conclusive on the DSA, County and/or the Office of the Sheriff, and the employee involved. The fees and expenses of the arbitrator shall be evenly split between the DSA and the County, or the DSA and the Office of the Sheriff, as applicable.

3. 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 2 Arbitration, the employee shall have the right to file a timely appeal (ten (10) working days after receipt of final notice) of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

## ARTICLE 12 -- CAREER ADVANCEMENT

A. Filling Vacancies. A "vacancy" is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee which the County/Office of the Sheriff intends to fill or which is created when the County/Office of the

Sheriff determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County/Office of the Sheriff elects, in its discretion, to fill the vacancy through the competitive process, the County/Office of the Sheriff will 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. At the same time, DSA will be notified of the vacancy. Any employee covered by this Agreement may apply for any vacancy, as defined in this section. 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 DSA 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 DSA bargaining unit employee will be placed on the list of eligibles sent to the Office of the Sheriff for its consideration. The Office of the Sheriff will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy, and will be granted preference over non-Office of the Sheriff candidates provided such bargaining unit member is qualified for the vacancy in question.

#### **ARTICLE 13 -- 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 Office of the Sheriff shall, absent circumstances requiring immediate action, notify the DSA 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 Office of the Sheriff will give the DSA reasonable notice under the circumstances.

#### **ARTICLE 14 -- 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. Performance Evaluations. 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 pass along from his/her files to the new supervisor written information involving the employee's performance or conduct which relates to

events occurring since the employee's last performance evaluation.

C. Personnel Roster. A roster shall be furnished by the Office of the Sheriff to the DSA at the beginning of each 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 the DSA.

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

A. The Sheriff, the County, and the DSA recognize and understand that because of the nature of the work performed by employees covered by this Agreement, the promotion of safety and health in the work environment is an important and mutually desirable objective. The Sheriff, the County, and the DSA therefore agree to cooperate to the fullest extent in the promotion of safety and health.

B. The Sheriff agrees to civilian representation on the joint Sheriff's Office/DSA Safety Committee.

C. Health. The Sheriff agrees that the following actions will be taken provided such actions are funded by the County:

1. Extermination of insect and rodent infestation on a monthly basis at the Headquarters Building.

2. Provision of water dispensers for the Old Courthouse.

3. Provision of adequate heating and air conditioning in the Headquarters Building and Courthouse (including Intake).

4. Air filters will be changed periodically and floors will be mopped periodically with appropriate cleanser in Intake. In addition, a separate temperature control will be installed in Intake.

5. Placing of skid bars on the steps in intake.

6. The County will provide floor mats for security officers at each X-Ray machine location and ergonomic chairs for any employee who has a physician's prescription requiring one.

The health and safety actions described in this subsection shall be applicable to any office occupied by Office of the Sheriff Personnel and not just those enumerated in this subsection.

D. Safety. The Sheriff agrees that the following actions will be taken:

1. Provision of security for the Headquarters Building front door.

2. Provision of protective vests for Security Officer's and intake technicians and replacement of such vests on the same basis as sworn personnel. The health and safety actions described in this subsection shall be applicable to any office occupied by Office of the Sheriff Personnel and not just those enumerated in this subsection.

E. The Sheriff will provide Department ID's for civilian employees.

F. The Sheriff and the DSA agree to establish a joint Sheriff's Office/DSA Safety Committee for the purpose of promoting job safety, health, and addressing other working conditions for the civilian employees. The Committee shall consist of six (6) members, three representing the Sheriff, at least one of which shall be at the rank of Major or above, and three representing the DSA. The Sheriff and the DSA President will each either act as, or appoint, a Chair of the Committee. The Committee shall meet quarterly, to study and/or investigate safety and health issues and other conditions. Where a safety or health issue arises that cannot be deferred until the quarterly meeting of the Committee, either of the two Co-Chairs of the Committee may request a special meeting, which shall be held within five days of the request. The Co-Chairs shall confer prior to each meeting and agree upon an agenda not later than one (1) week prior to the meeting, except in the case of a specially convened meeting, where the agenda will be determined by the request for special meeting. The Sheriff will indicate, in writing, what actions he or she intends to take based on any report or recommendations that are submitted to the Sheriff by the Committee. Any three members of the Committee may agree to submit recommendations or a report to the Sheriff.

## **ARTICLE 16 -- OVERTIME SCHEDULING**

The Sheriff will offer overtime for civilian work to civilian employees before offering such overtime to non-civilian employees.

## **ARTICLE 17 -- TRANSPORTATION**

A. Reasonable efforts will be made to have a department vehicle available to civilians when they are sent to court or other off-site assignments. If a department vehicle is not available, or in the opinion of management it is not practical to use a department vehicle, the employee shall be reimbursed for use of their personal vehicle at the mileage rate established by the County.

B. A vehicle will be assigned to Security Officer Employees for Courthouse security.

## **ARTICLE 18 -- TRAINING**

Training will be provided for Intake Technicians and Security Officer's in officer survival and weapon identification.

## **ARTICLE 19 -- EQUIPMENT AND SUPPLIES**

A. A schedule will be implemented for the periodic replacement of regularly used equipment,

provided the County funds such equipment replacement. The Sheriff will propose and support funding for such purpose.

B. The first level supervisor will be authorized by the Sheriff to approve the disbursement of regularly used office supplies which are stocked by Supplies and Services.

C. A "Technology and Equipment Committee" will be created effective November 1, 2000. Said Committee will be composed of three (3) representatives from the civilian bargaining unit and three (3) representatives from the Office of the Sheriff. The Committee will meet quarterly and will identify the equipment and technology needs of the Office of the Sheriff and shall make recommendations to the Sheriff with regard to such equipment and technology needs, including computers, printers, fingerprint reproduction cameras and replacement counter tops.

D. The Office of the Sheriff will reimburse employees up to one hundred dollars (\$100.00) during the duration of this agreement, for the purchase of compatible wireless headsets for Teletype and Domestic Violence Unit employees. This reimbursement is only valid for the duration of this agreement.

#### **ARTICLE 20 -- TRANSFER**

Notification of transfer shall be given no less than two (2) weeks prior to the effective date of the transfer except when unusual operational needs necessitate less notice or the employee waives the two-week notice requirement.

#### **ARTICLE 21 -- SUBCONTRACTING**

Employees who have completed the probationary period shall not be terminated from employment for lack of work as a result of outside contractors or temporary employees carrying out the duties normally performed by said employees.

#### **ARTICLE 22 -- PUBLICATION OF AGREEMENT**

The County shall provide copies of this Agreement to the DSA for its distribution of one (1) copy to each employee covered by this Agreement.

#### **ARTICLE 23 -- SAVINGS CLAUSE**

In the event that any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision and shall leave unaffected the remainder of this Agreement. Upon issuance of such a decision, the employer and the DSA agree to immediately negotiate a substitution for the invalidated Article, Section or portion thereof.

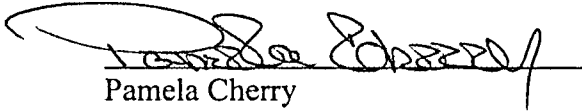
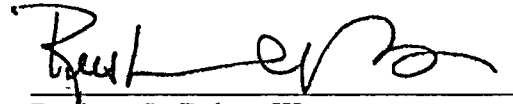
**ARTICLE 24 -- DURATION**

This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020. This Agreement shall be automatically renewed from year to year after June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019 (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.

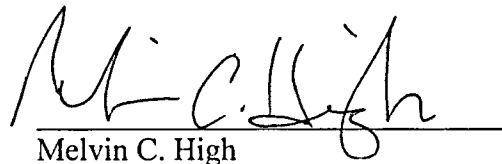
Signed on this 13<sup>th</sup> day of August, 2018, in Largo, Prince George's County, Maryland.

FOR DEPUTY SHERIFF'S ASSOCIATION  
OF PRINCE GEORGE'S COUNTY, INC.  
(CIVILIANS)

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND\*

  
Pamela Cherry  
Chairperson  
Rushern L. Baker, III  
County Executive

FOR THE OFFICE OF THE SHERIFF  
OF PRINCE GEORGE'S COUNTY,  
MARYLAND\*

  
Melvin C. High  
Sheriff of Prince George's County,  
Maryland

\*Under the Annotated Code of Maryland, Courts and Judicial Proceedings Article Section 2-309 (r)(4), The County Executive is the employer of the civilian employees in the Office of the Sheriff only for the purpose of collective bargaining for compensation, including pension, fringe benefits, and hours. The Sheriff is considered the employer for purposes of collective bargaining for other terms and conditions of employment.

**ATTACHMENT A - SALARY SCHEDULE Z****CIVILIAN UNIFORM WAGE SCALE****DSA Civilians Uniform Wage Scale**

Alpha	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Step #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Years of Svc.	<1	1	2	3	4	5	6	7	8	9	10	11	12	13	15-16	17-18	19-20	21-22	23-24	25-26	27+

**A. Pay Plan Description**

1. Pay Plan effective July 1, 2001
2. 21 Step Plan - Described as follows:

a. Steps A (#1) of grades Z6-Z19 are the same rates as the existing MIN rates which became effective on April 8, 2001 and as further increased by a base wage adjustment of two percent (2%) on July 1, 2001. Steps A (#1) of grades Z20-Z25 have been derived by multiplying the MIN rate of grade Z19 (as further increased by a two percent (2%) base wage adjustment) by five percent (5%) successively through Step A of grade Z25.

b. Steps B (#2) through Steps N (#14) were derived by multiplying Steps A (#1) successively for grades Z6-Z25 by one hundred three-and-one-half percent (103.5%) through Steps N (#14).

c. Steps O (#15) through Steps U (#21) were derived by multiplying Steps N (#14) successively for grades Z6-Z25 by one hundred three percent (103%) through Step U (#21).

d. Effective the first full pay period on or after July 1, 2003, the increments from Steps N-O, O-P, P-Q, Q-R and R-S on the Uniform Wage Scale in effect June 30, 2003 will increase from three percent (3%) to three and one-half percent (3 1/2%).

3. Completed years of service for purposes of this pay plan shall be determined by using an employee's date of hire as reflected on the employee's Personnel Information Document (PID).

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

1. Effective July 1, 2001, after employee salaries as of June 30, 2001 have been increased by two percent (2%), employees will be placed on the Uniform Wage Scale at the step reflecting their new salary, or if no such step exists, at the next step above such new salary. Notwithstanding the above, employees whose annual salary after the two percent (2%) increase exceeds a step on the Uniform Wage Scale by fifty dollars (\$50) or less will be placed on such step.

2. During Fiscal Year 2002, any employee who has not advanced to the step on the

Uniform Wage Scale that would otherwise have been warranted by his/her completed years of service as of January 1, 2002 (minus a two year lag because of the lack of credit toward merit increases during Fiscal Year 1996 and Fiscal Year 1997, if applicable) will be placed on that step effective the first full pay period beginning on or after January 1, 2002 (i.e., January 13, 2002). However, an employee whose years of service (after adjustment) would otherwise, as a result of proper placement as described above, warrant his/her advancement by more than a single step, will advance no more than one step on January 13, 2002.

3. In addition to the above, on their anniversary dates during Fiscal Year 2002 and subsequent years, employees will advance at the rate of one step per year up to and including Step N (#14). Employees will only advance to Steps O (#15) and above on their anniversary dates provided they have completed the required years of service matching that step (after subtracting two (2) years for lack of credit toward a merit increase during Fiscal Year 1996 and Fiscal Year 1997, if applicable).

4. Employees who are placed on the scale at Step O (#15) or above, which step exceeds their years of service will not advance to the next step until warranted by the completed years of service (after adjustment).

5. Employees hired on or after July 1, 1996 will not have to adjust their years of service after reaching Step N.

#### C. Promotion and Demotion

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

#### D. Anniversary Dates

Employees covered by this Agreement and hired before July 1, 1997 will keep the anniversary dates that they held on July 1, 1997, for as long as they are continuously employed. Employees hired on or after July 1, 1997, will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Employees transferred (lateral transfer, promotion, demotion) on or after July 1, 2003, into this bargaining unit, will have as their anniversary date the initial appointment date with the Office of the Sheriff.

E. The rules for placement of current employees on the Uniform Wage Scale in subsection B.1., above, shall also apply to Investigator I and II and Administrative Assistants I, II, and III who are included in the bargaining unit during Fiscal Years 2001 or 2002.

F. MIN-MAX SYSTEM

1. Effective July 1, 2005 a MIN-MAX system will replace the current Uniform Wage Scale -Step Plan. The minimum rates will be established from the April 3, 2005 Uniform Wage Scale Step A. The maximum rates will be established from the April 3, 2005 Uniform Wage Scale Step U.

2. An employee will be eligible to advance to the next step for his/her grade on his/her anniversary date at the rate of one (1) three and one-half percent (3 1/2%) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

3. Effective July 1, 2008, the Max rate will be increased by three and one-half percent (3.5%). The Fiscal Year 2009 COLA will be delayed by one pay period in order to offset the cost of this increase.

**SALARY SCHEDULE Z  
DEPUTY SHERIFF'S ASSOCIATION  
(CIVILIAN UNITS)  
UNIFORM WAGE SCALE  
PRINCE GEORGE'S COUNTY, MARYLAND**

**EFFECTIVE JULY 1, 2018**

<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
<b>Z08</b>		
<b>HOURLY</b>	14.4000	25.0468
<b>BI-WEEKLY</b>	1,152.00	2003.74
<b>ANNUAL</b>	29,952	52,097
<b>Z09</b>		
<b>HOURLY</b>	15.1200	26.2988
<b>BI-WEEKLY</b>	1209.60	2103.90
<b>ANNUAL</b>	31,450	54,701
<b>Z10</b>		
<b>HOURLY</b>	15.8760	27.6139
<b>BI-WEEKLY</b>	1270.08	2209.11
<b>ANNUAL</b>	33,022	57,437
<b>Z11</b>		
<b>HOURLY</b>	16.6698	28.9938
<b>BI-WEEKLY</b>	1333.58	2319.50
<b>ANNUAL</b>	34,673	60,307
<b>Z12</b>		
<b>HOURLY</b>	17.5033	30.4438
<b>BI-WEEKLY</b>	1400.26	2435.51
<b>ANNUAL</b>	36,407	63,323
<b>Z13</b>		
<b>HOURLY</b>	18.3785	31.9657
<b>BI-WEEKLY</b>	1470.28	2557.25
<b>ANNUAL</b>	38,227	66,489

<b>Z14</b>		
<b>HOURLY</b>	19.2974	33.5641
<b>BI-WEEKLY</b>	1543.79	2685.13
<b>ANNUAL</b>	40,139	69,813
<b>Z15</b>		
<b>HOURLY</b>	20.2622	35.2424
<b>BI-WEEKLY</b>	1620.98	2819.39
<b>ANNUAL</b>	42,145	73,304
<b>Z16</b>		
<b>HOURLY</b>	21.2754	37.0050
<b>BI-WEEKLY</b>	1702.03	2960.40
<b>ANNUAL</b>	44,253	76,970
<b>Z17</b>		
<b>HOURLY</b>	22.3391	38.8548
<b>BI-WEEKLY</b>	1787.13	3108.39
<b>ANNUAL</b>	46,465	80,818
<b>Z18</b>		
<b>HOURLY</b>	23.4561	40.7975
<b>BI-WEEKLY</b>	1876.49	3263.80
<b>ANNUAL</b>	48,789	84,859
<b>Z19</b>		
<b>HOURLY</b>	24.6289	42.8378
<b>BI-WEEKLY</b>	1970.31	3427.02
<b>ANNUAL</b>	51,228	89,103
<b>Z20</b>		
<b>HOURLY</b>	25.8603	44.9797
<b>BI-WEEKLY</b>	2068.83	3598.37
<b>ANNUAL</b>	53,789	93,558
<b>Z21</b>		
<b>HOURLY</b>	27.1533	47.2288
<b>BI-WEEKLY</b>	2172.27	3778.30
<b>ANNUAL</b>	56,479	98,236

<b>Z22</b>		
<b>HOURLY</b>	28.5110	49.5901
<b>BI-WEEKLY</b>	2280.88	3967.21
<b>ANNUAL</b>	59,303	103,147
<b>Z23</b>		
<b>HOURLY</b>	29.9366	52.0697
<b>BI-WEEKLY</b>	2394.93	4165.57
<b>ANNUAL</b>	62,268	108,305
<b>Z24</b>		
<b>HOURLY</b>	31.4334	54.6732
<b>BI-WEEKLY</b>	2514.67	4373.86
<b>ANNUAL</b>	65,381	113,720
<b>Z25</b>		
<b>HOURLY</b>	33.0051	57.4069
<b>BI-WEEKLY</b>	2640.41	4592.55
<b>ANNUAL</b>	68,651	119,406

The minimum hourly rate is the new living wage rate of \$14.40 effective as of July 1, 2018 with each minimum rate step thereafter multiplied by 1.05%. The maximum hourly rates are the October 1, 2017 maximum rates multiplied by 1.035%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE Z  
DEPUTY SHERIFF'S ASSOCIATION  
(CIVILIAN UNITS)  
UNIFORM WAGE SCALE  
PRINCE GEORGE'S COUNTY, MARYLAND**

**EFFECTIVE JANUARY 6, 2019**

<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
<b>Z08</b>		
<b>HOURLY</b>	14.6520	25.4851
<b>BI-WEEKLY</b>	1172.16	2038.81
<b>ANNUAL</b>	30,476	53,009
<b>Z09</b>		
<b>HOURLY</b>	15.3846	26.7590
<b>BI-WEEKLY</b>	1230.77	2140.72
<b>ANNUAL</b>	32,000	55,659
<b>Z10</b>		
<b>HOURLY</b>	16.1538	28.0971
<b>BI-WEEKLY</b>	1292.31	2247.77
<b>ANNUAL</b>	33,600	58,442
<b>Z11</b>		
<b>HOURLY</b>	16.9615	29.5012
<b>BI-WEEKLY</b>	1356.92	2360.09
<b>ANNUAL</b>	35,280	61,362
<b>Z12</b>		
<b>HOURLY</b>	17.8096	30.9766
<b>BI-WEEKLY</b>	1424.77	2478.13
<b>ANNUAL</b>	37,044	64,431
<b>Z13</b>		
<b>HOURLY</b>	18.7001	32.5251
<b>BI-WEEKLY</b>	1496.01	2602.01
<b>ANNUAL</b>	38,896	67,652

<b>Z14</b>		
<b>HOURLY</b>	19.6351	34.1515
<b>BI-WEEKLY</b>	1570.81	2732.12
<b>ANNUAL</b>	40,841	71,035
<b>Z15</b>		
<b>HOURLY</b>	20.6168	35.8592
<b>BI-WEEKLY</b>	1649.35	2868.73
<b>ANNUAL</b>	42,883	74,587
<b>Z16</b>		
<b>HOURLY</b>	21.6477	37.6526
<b>BI-WEEKLY</b>	1731.81	3012.21
<b>ANNUAL</b>	45,027	78,317
<b>Z17</b>		
<b>HOURLY</b>	22.7301	39.5348
<b>BI-WEEKLY</b>	1818.40	3162.78
<b>ANNUAL</b>	47,279	82,232
<b>Z18</b>		
<b>HOURLY</b>	23.8666	41.5114
<b>BI-WEEKLY</b>	1909.33	3320.91
<b>ANNUAL</b>	49,642	86,344
<b>Z19</b>		
<b>HOURLY</b>	25.0599	43.5874
<b>BI-WEEKLY</b>	2004.79	3486.99
<b>ANNUAL</b>	52,125	90,662
<b>Z20</b>		
<b>HOURLY</b>	26.3129	45.7668
<b>BI-WEEKLY</b>	2105.03	3661.35
<b>ANNUAL</b>	54,731	95,195
<b>Z21</b>		
<b>HOURLY</b>	27.6285	48.0553
<b>BI-WEEKLY</b>	2210.28	3844.42
<b>ANNUAL</b>	57,467	99,955

<b>Z22</b>		
<b>HOURLY</b>	29.0100	50.4579
<b>BI-WEEKLY</b>	2320.80	4036.64
<b>ANNUAL</b>	60,341	104,953
<b>Z23</b>		
<b>HOURLY</b>	30.4605	52.9809
<b>BI-WEEKLY</b>	2436.84	4238.47
<b>ANNUAL</b>	63,358	110,200
<b>Z24</b>		
<b>HOURLY</b>	31.9835	55.6300
<b>BI-WEEKLY</b>	2558.68	4450.40
<b>ANNUAL</b>	66,526	115,710
<b>Z25</b>		
<b>HOURLY</b>	33.5827	58.4116
<b>BI-WEEKLY</b>	2686.61	4672.92
<b>ANNUAL</b>	69,852	121,496

The minimum and maximum rates are the July 1, 2018 rates multiplied by 1.0175%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE Z  
DEPUTY SHERIFF'S ASSOCIATION  
(CIVILIAN UNITS)  
UNIFORM WAGE SCALE  
PRINCE GEORGE'S COUNTY, MARYLAND**

**EFFECTIVE JANUARY 5, 2020**

<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
<b>Z08</b>		
<b>HOURLY</b>	14.8718	25.8674
<b>BI-WEEKLY</b>	1189.74	2069.39
<b>ANNUAL</b>	30,933	53,804
<b>Z09</b>		
<b>HOURLY</b>	15.6154	27.1604
<b>BI-WEEKLY</b>	1249.23	2172.83
<b>ANNUAL</b>	32,480	56,494
<b>Z10</b>		
<b>HOURLY</b>	16.3961	28.5186
<b>BI-WEEKLY</b>	1311.69	2281.49
<b>ANNUAL</b>	34,104	59,319
<b>Z11</b>		
<b>HOURLY</b>	17.2159	29.9437
<b>BI-WEEKLY</b>	1377.28	2395.50
<b>ANNUAL</b>	35,809	62,283
<b>Z12</b>		
<b>HOURLY</b>	18.0767	31.4413
<b>BI-WEEKLY</b>	1446.14	2515.30
<b>ANNUAL</b>	37,600	65,398
<b>Z13</b>		
<b>HOURLY</b>	18.9806	33.0130
<b>BI-WEEKLY</b>	1518.45	2641.04
<b>ANNUAL</b>	39,480	68,667

<b>Z14</b>		
<b>HOURLY</b>	19.9296	34.6638
<b>BI-WEEKLY</b>	1594.37	2773.10
<b>ANNUAL</b>	41,454	72,101
<b>Z15</b>		
<b>HOURLY</b>	20.9261	36.3971
<b>BI-WEEKLY</b>	1674.09	2911.76
<b>ANNUAL</b>	43,526	75,706
<b>Z16</b>		
<b>HOURLY</b>	21.9724	38.2174
<b>BI-WEEKLY</b>	1757.79	3057.39
<b>ANNUAL</b>	45,703	79,492
<b>Z17</b>		
<b>HOURLY</b>	23.0710	40.1278
<b>BI-WEEKLY</b>	1845.68	3210.23
<b>ANNUAL</b>	47,988	83,466
<b>Z18</b>		
<b>HOURLY</b>	24.2246	42.1341
<b>BI-WEEKLY</b>	1937.97	3370.73
<b>ANNUAL</b>	50,387	87,639
<b>Z19</b>		
<b>HOURLY</b>	25.4358	44.2412
<b>BI-WEEKLY</b>	2034.86	3539.30
<b>ANNUAL</b>	52,906	92,022
<b>Z20</b>		
<b>HOURLY</b>	26.7076	46.4533
<b>BI-WEEKLY</b>	2136.61	3716.27
<b>ANNUAL</b>	55,552	96,623
<b>Z21</b>		
<b>HOURLY</b>	28.0430	48.7761
<b>BI-WEEKLY</b>	2243.44	3902.09
<b>ANNUAL</b>	58,329	101,454

<b>Z22</b>		
<b>HOURLY</b>	29.4451	51.2148
<b>BI-WEEKLY</b>	2355.61	4097.18
<b>ANNUAL</b>	61,246	106,527
<b>Z23</b>		
<b>HOURLY</b>	30.9174	53.7756
<b>BI-WEEKLY</b>	2473.39	4302.05
<b>ANNUAL</b>	64,308	111,853
<b>Z24</b>		
<b>HOURLY</b>	32.4632	56.4645
<b>BI-WEEKLY</b>	2597.06	4517.16
<b>ANNUAL</b>	67,524	117,446
<b>Z25</b>		
<b>HOURLY</b>	34.0864	59.2877
<b>BI-WEEKLY</b>	2726.91	4743.02
<b>ANNUAL</b>	70,900	123,318

The minimum and maximum rates are the January 6, 2019 rates multiplied by 1.0150%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

## ATTACHMENT B – PERB Certification List

## Office of the Sheriff – Civilian

Case Number	Positions Involved
Date of Certification	
16 39 00196 92DS 16 39 00197 92DS February 22, 1993	<u>Unit I (Non-supervisory)</u> Administrative Aide I, II      Intake Processing Technician I, II, III Data Entry Operator I, II      Public Safety Aide I, II General Clerk I, II, III, IV      Sheriff Dispatcher I, II And <u>excluding</u> Temporary Employees, as defined in Prince George's County Personnel Law, Section 16-119(b)(1).  <u>Unit II (Supervisory)</u> Administrative Aide III      Sheriff Dispatcher III Public Safety Aide III      Supervisory Clerk And <u>excluding</u> Confidential Employees, under Section 13A-102(f) of the Labor Code, holding the positions of Administrative Aide IV to the Executive Assistant to the Sheriff, Administrative Assistant II to the Assistant to the Sheriff, and Administrative Assistants II to the Director of the Office of Administrative Management; Temporary Employees, as defined in Prince George's County Personnel Law, Section 16-119(b)(1)
16 390 00013 96 March 26, 1996	<u>Unit II (Supervisor)</u> Administrative Aide IV
R-1-2004 July 18, 2005	<u>Amendment of Certification</u> <u>Unit I (Non-Supervisory)</u> Administrative Aide II      Data Entry Operator I, II General Clerk I, II, III, IV      Security Officer I, II Intake Processing Technician I, II, III  <u>Unit II (Supervisory)</u> Administrative Aide III, IV      Investigator I, II Administrative Assistant I, II, III      Security Officer III Supervisory Clerk

## Office of the Sheriff - Civilians

Case Number DATE OF CERTIFICATION	POSITIONS INVOLVED
78-PG-R-34 June 7, 1979	Petition for Certification (denied)
16 39 00025 92DS	Petition for Certification (denied)
16 39 00196 92DS 16 39 00197 92DS February 22, 1993	<p><u>Unit I (Non-supervisory)</u>  Administrative Aide I, II                      Intake Processing Technician I, II, III  Data Entry Operator I, II                      Public Safety Aide I, II  General Clerk I, II, III, IV                      Sheriff Dispatcher I, II  And <u>excluding</u> Temporary Employees, as defined in Prince George's County Personnel Law, Section 16-119(b)(1).</p> <p><u>Unit II (Supervisory)</u>  Administrative Aide III                      Sheriff Dispatcher III  Public Safety Aide III                      Supervisory Clerk  And <u>excluding</u> Confidential Employees, under Section 13A-102(f) of the Labor Code, holding the positions of Administrative Aide IV to the Executive Assistant to the Sheriff, Administrative Assistant II to the Assistant to the Sheriff, and Administrative Assistants II to the Director of the Office of Administrative Management; Temporary Employees, as defined in Prince George's County Personnel Law, Section 16-119(b)(1)</p>
16 390 00013 96 March 26, 1996	<u>Unit II (Supervisor)</u> Administrative Aide IV
16 39 00196 92DS 16 39 00197 92DS February 22, 1993	<p><u>Unit I (Non-supervisory):</u>  Administrative Aide I, II                      Intake Processing Technician I, II, III  Data Entry Operator I, II                      Public Safety Aide I, II  General Clerk I, II, III, IV                      Sheriff Dispatcher I, II  And <u>excluding</u> Temporary Employees as defined in Prince George's County Personnel Law, Section 16-119(b)(1).</p> <p><u>Unit II (Supervisory):</u>  Administrative Aide III                      Sheriff Dispatcher III  Public Safety Aide III                      Supervisory Clerk  And <u>excluding</u>: Confidential Employees, under Section 13A-102(f) of the Labor Code, holding the positions of Administrative Aide IV to the Executive Assistant to the Sheriff, Administrative Assistant II to the Assistant to the Sheriff, and Administrative Assistants II to the Director of the Office of Administrative Management; Temporary Employees, as defined in Prince George's County Personnel Law, Section 16-119(b)(1).</p>
16 39 00196 92DS 16 39 00197 92DS	<u>Unit II (Supervisor):</u> Administrative Aide III, IV                      Sheriff Dispatcher III

As Amended December 22, 2000	Administrative Assistant I, II, III      Supervisory Clerk Public Safety Aide III And <u>excluding</u> Confidential Employees under Section 13A-102(f) of the Labor Code and Temporary Employees, as defined in Prince George's County Personnel Law, Section 1611(b)(1).
16 39 00196 92DS 16 39 00197 92DS As Amended February 15, 2006	<u>Unit I (Non-Supervisory):</u> <i>Adds Mail Services Operator I, II, III</i> <i>Adds Community Development Assistant I, II, III</i> <i>Adds Systems Analyst I, II, III</i> <u>Unit II (Supervisor):</u> <i>Adds Community Developer I, II, III</i> <i>Adds Mail Services Supervisor</i> <i>Adds Systems Analyst IV</i>
16 39 00196 92DS 16 39 00197 92DS As Amended February 15, 2006	
CB-55-2003 July 29, 2003	Public Safety Aide I, II, III name changed to Security Officer 1, II, III
R-1-2004 July 18, 2005	<u>Amendment of Certification</u>  <u>Unit I (Non-Supervisory):</u> Administrative Aide I, II      Data Entry Operator I, II General Clerk I, II, III, IV      Security Officer I, II Intake Processing Technician I, II, III Excluding temporary employees.  <u>Unit II (Supervisory):</u> Administrative Aide III, IV      Investigator I, II Administrative Assistant I, II, III      Security Officer III Supervisory Clerk Excluding confidential and temporary employees. <b>Deletes Sheriff Dispatcher I and II from Unit I</b> <i>Deletes Sheriff Dispatcher from Unit III</i> <i>Adds Investigator I and II to Unit II</i> <i>Deletes Public Safety Aide I, II, III from Unit I</i> <i>Adds Security Officer I, II to Unit I</i> <i>Adds Security Officer III to Unit II</i>

## ATTACHMENT C – CLASSES OF WORK

### Unit I:

Administrative Aide I, II  
Community Development Assistant I, II, III  
Data Entry Operator I & II  
General Clerk I, II, III, IV  
Intake Processing Technician I, II, & III  
Mail Services Operator I, II, III  
Security Officer I, II  
Systems Analyst I, II, III

### Unit II:

Administrative Aide III, IV  
Administrative Assistant I, II, III  
Community Developer I, II, III  
Investigator I, II  
Mail Services Supervisor  
Security Officer III  
Supervisory Clerk  
System Analyst IV

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



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-070-2018 **Chapter Number:** 72  
**Draft No.:** 1 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.  
**Proposer(s):** County Executive  
**Sponsor(s):** Glaros, Toles, Harrison, Lehman, Davis, Turner, Taveras, Franklin and Patterson  
**Item Title:** AN ACT CONCERNING COLLECTIVE BARGAINING AGREEMENT-  
DEPUTY SHERIFF'S ASSOCIATION OF PRINCE GEORGE'S COUNTY, INC.  
(CIVILIAN UNITS) for the purpose of approving the labor agreement by and  
between Prince George's County, Maryland and the Deputy Sheriff's Association of  
Prince George's County, Inc. (Civilian Units), to provide for wages and certain other  
terms and conditions of employment for personnel classifications certified by the  
Prince George's County Public Employee Relations Board.

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**Drafter:** Joseph Adler, PH.D., Office of Human Resources Management  
**Resource Personnel:** Stephanye R. Maxwell, Esq., CPM, Office of Human Resources Management

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
09/04/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
09/13/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Turner, seconded by Vice Chair Taveras, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 5 Davis, Taveras, Turner, Lehman and Patterson		
09/25/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Davis, Glaros, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		
10/23/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Council Member Lehman, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles  
and Turner

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

16-233

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

Prince George's County, Maryland and the Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units) have completed labor negotiations on a two-year labor agreement covering Fiscal Years 2019 and 2020. This bill is to adopt and approve the referenced collective bargaining agreement in accordance with Section 16-233(f) of the Prince George's County Code.

A fiscal impact statement will be provided by the Office of Management and Budget.

**NOTE: Retroactively effective to July 1, 2018.**

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**Document(s):** B2018070, CB-70-2018 AIS, CB-70-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-70-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY and FISCAL MANAGEMENT

**Date:** 9/13/18

**Action:** FAV

---

**REPORT:** Favorable, 5-0 In Favor: Council Members Davis, Lehman, Patterson, Taveras, and Turner.

CB-70-2018 is a bill which will approve the negotiated agreement between Prince George's County and the Deputy Sheriff's Association, Civilian Units.

The bill sets forth the terms and conditions in the agreement and carries over many of the terms and conditions negotiated in previous labor agreements. This is a two-year agreement covering Fiscal years 2019 and 2020.

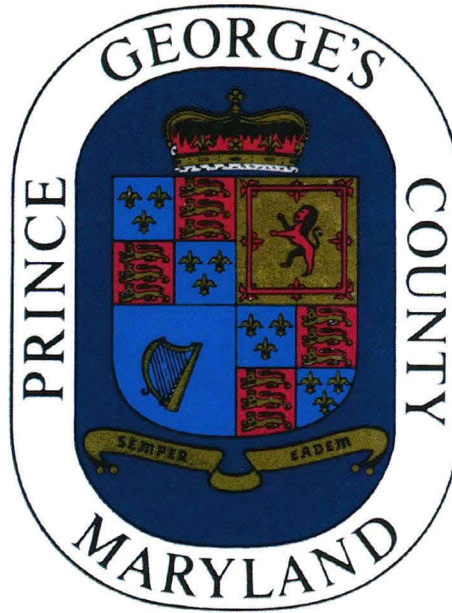
While all of the financial aspects of this agreement are included in the Settlement Summary which is attached to the Transmittal Letter, the major modifications concerning wages calls for a 1.75% cost of living increase in 2019 and a 1.50% cost of living increase in 2020. Merit increases are also included for Fiscal years 2019 and 2020. It is also important to note the contract calls for increases in Special Salary Rates and Interpreter Pay.

During the Committee meeting Joe Adler, Labor Negotiator, Office of Human Resources Management, provided an overview of the agreement.

The Office of Law reports CB-70-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports that CB-70-2018 will have a negative impact of \$296,344.

After discussion, the Public Safety and Fiscal Management Committee reported CB-70-2018 out favorably 5-0.



COMPILATION OF LAWS  
ENACTED UNDER THE  
EXPRESS POWERS ACT  
BY THE  
COUNTY COUNCIL OF  
PRINCE GEORGE'S COUNTY, MARYLAND  
2018  
VOLUME TWO



**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-71-2018

Chapter No. 73

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Glaros, Toles, Harrison, Lehman, Davis, Turner,  
Taveras, Franklin and Patterson

Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement – Fraternal Order of Police

3 Prince George's County Lodge 89, Inc.

4 For the purpose of amending the labor agreement by and between Prince George's County,  
 5 Maryland and the Fraternal Order of Police, Prince George's County Lodge 89, Inc., to provide  
 6 for wages and certain other terms and conditions of employment for personnel classifications  
 7 initially certified by the Prince George's County Public Employee Relations Board.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 16. PERSONNEL.

10 Section 16-233(f)(2),

11 The Prince George's County Code

12 (2015 Edition; 2017 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 14 Maryland, that Section 16-233(f)(2) of the Prince George's County Code be and the same is  
 15 hereby repealed and reenacted with the following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 19. COLLECTIVE BARGAINING.

18 Sec. 16-233. General.

19 \* \* \* \* \*

20 (f) The following collective bargaining agreements are hereby adopted and approved:

21 \* \* \* \* \*

1                   **(2) Declaration of Approval – Fraternal Order of Police, Prince George’s**  
2                   **County Lodge 89, Inc.**

3           The County Council of Prince George’s County, Maryland having fully considered the  
4           labor agreement concluded between Prince George’s County, Maryland and the Fraternal Order  
5           of Police, Prince George’s County Lodge 89, Inc. on August 13, 2018, hereby approves said  
6           Agreement in accordance with the provisions of Section 13A-109 of the Prince George’s County  
7           Code.

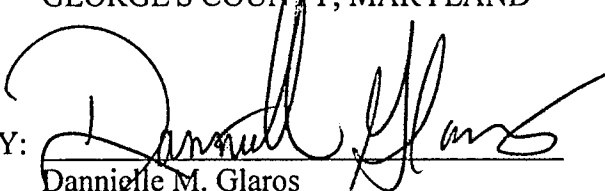
8           SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
9           declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
10          sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
11          competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
12          words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
13          Act, since the same would have been enacted without the incorporation in this Act of any such  
14          invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
15          or section.

16          SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
17          calendar days after it becomes law and the Agreement, unless specifically stated otherwise in a  
18          specific provision, shall be retroactively effective to July 1, 2018.

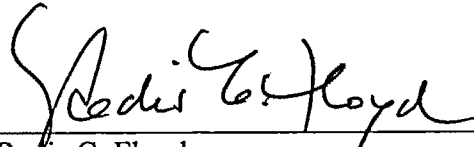
Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

ATTEST:

  
Redis C. Floyd


Clerk of the Council

APPROVED:

DATE:

11/14/2018

BY:



Rushern L. Baker, III  
County Executive



**AGREEMENT MADE BY**  
**AND BETWEEN**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**AND**  
**FRATERNAL ORDER OF POLICE**  
**PRINCE GEORGE'S COUNTY LODGE 89, INC.**  
**JULY 1, 2018 THROUGH JUNE 30, 2020**

## TABLE OF CONTENTS

<b>PREAMBLE AND RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE 1 -- MANAGEMENT RIGHTS AND NONDISCRIMINATION .....</b>	<b>1</b>
<b>ARTICLE 2 -- ORGANIZATIONAL SECURITY .....</b>	<b>1</b>
<b>ARTICLE 3 -- COMPLIANCE AND WORKING CONDITIONS.....</b>	<b>4</b>
<b>ARTICLE 4 -- WAGES.....</b>	<b>4</b>
<b>ARTICLE 5 -- LEAVE.....</b>	<b>13</b>
<b>ARTICLE 6 -- SAFETY AND HEALTH .....</b>	<b>17</b>
<b>ARTICLE 7 -- ISSUED EQUIPMENT.....</b>	<b>17</b>
<b>ARTICLE 8 -- CLOTHING ALLOWANCE .....</b>	<b>18</b>
<b>ARTICLE 9 -- TEC PAY .....</b>	<b>18</b>
<b>ARTICLE 10 -- JOB DESCRIPTION .....</b>	<b>19</b>
<b>ARTICLE 11 -- SEVERANCE PAY.....</b>	<b>19</b>
<b>ARTICLE 12 -- ROSTER.....</b>	<b>20</b>
<b>ARTICLE 13 -- LATERAL TRANSFERS.....</b>	<b>20</b>
<b>ARTICLE 14 -- PROMOTION PROCEDURES.....</b>	<b>20</b>
<b>ARTICLE 15 -- PERSONNEL FILES.....</b>	<b>21</b>
<b>ARTICLE 16 -- PERSONAL PATROL CAR PROGRAM.....</b>	<b>22</b>
<b>ARTICLE 17 -- DEATH AND DISABILITY PAYMENTS.....</b>	<b>23</b>
<b>ARTICLE 18 -- EDUCATION INCENTIVE.....</b>	<b>23</b>
<b>ARTICLE 19 -- INTERNAL AFFAIRS INVESTIGATIVE PROCEDURES.....</b>	<b>23</b>
<b>ARTICLE 20 -- GRIEVANCE AND ARBITRATION PROCEDURE.....</b>	<b>23</b>
<b>ARTICLE 21 -- NO STRIKE OR LOCKOUT .....</b>	<b>25</b>
<b>ARTICLE 22 -- PUBLICATION OF AGREEMENT.....</b>	<b>26</b>
<b>ARTICLE 23 -- PENSION PLAN.....</b>	<b>26</b>
<b>ARTICLE 24 -- ADMINISTRATIVE HEARING BOARD .....</b>	<b>32</b>
<b>ARTICLE 25 -- IN-SERVICE TRAINING.....</b>	<b>32</b>
<b>ARTICLE 26 -- SAVINGS CLAUSE.....</b>	<b>32</b>
<b>ARTICLE 27 -- DURATION AND REOPENER.....</b>	<b>33</b>
<b>ATTACHMENT A -- WAGE SCALE.....</b>	<b>35</b>
<b>ATTACHMENT B -- PENSION PLANS.....</b>	<b>44</b>
<b>ATTACHMENT C -- PHYSICAL AGILITY TEST .....</b>	<b>46</b>

## **PREAMBLE AND RECOGNITION**

### **A. PREAMBLE**

This Agreement is entered into by and between the Prince George's County Government, hereinafter referred to as the "County," and Fraternal Order of Police, Prince George's County Lodge 89, Inc., hereinafter referred to as "F.O.P. 89," and has as its purpose the promotion of harmonious relations between the County and F.O.P. 89, the establishment of an equitable and peaceful procedure for the resolution of differences, and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder.

### **B. RECOGNITION**

The County recognizes F.O.P. 89 as the sole and exclusive bargaining agent of the sworn employees of the Prince George's County Police Department for which it is certified by the Prince George's Public Employee Relations Board for the purpose of negotiating matters of wages, hours, and other terms and conditions of employment, to wit:

Unit One - Police Officer, Police Officer First Class, Police Corporal  
Unit Two - Police Sergeant, Police Lieutenant

## **ARTICLE 1 -- MANAGEMENT RIGHTS AND NONDISCRIMINATION**

### **Section 1.01 Management Rights.**

The County has and retains the sole right and responsibility to administer the Police Department to meet the obligations established by Federal and State law, County Charter or County laws and resolutions. Such right and responsibility is limited only to the extent specifically modified in this Agreement.

### **Section 1.02 Nondiscrimination.**

The provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of race, color, creed, sex, sexual orientation, marital status, religious, union or political affiliation, country of origin, age, or disability.

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

### **Section 2.01 F.O.P. 89 Membership.**

All employees covered by this Agreement who are members of F.O.P. 89 or who elect to become members of F.O.P. 89 shall, pursuant to Section 2.02, remain members of F.O.P. 89 for the duration of this Agreement. Except as provided immediately below, all employees covered by this Agreement who elect not to become members of F.O.P. 89 shall be required, as a condition of continued employment, to pay a service fee in an amount not greater than the dues paid by members of F.O.P. 89, which fees shall be remitted to F.O.P. 89. Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1974, and who has never elected to become a member of F.O.P. 89, shall not be subject to the dues

deduction and service fee provisions of this Article.

### **Section 2.02 Checkoff.**

Upon the presentation by F.O.P. 89 of a list of the individual employees covered by this Agreement for each of whom F.O.P. 89 certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, F.O.P. 89 shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a biweekly basis and remitted to F.O.P. 89 on a biweekly basis. 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.

In addition, at the written request of F.O.P. 89, made a reasonable time in advance, the County shall deduct special assessments from the paychecks of F.O.P. 89 members covered by this Agreement from whom F.O.P. 89 certifies it has on file duly executed written authorization permitting the deduction of such assessments.

F.O.P. 89 agrees to hold harmless and indemnify the County for any liability arising from the application of this Article.

### **Section 2.03 F.O.P. 89 Leave.**

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

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

### **Section 2.04 F.O.P. 89 Communications.**

Provided always that the distribution needs of the Police Department be paramount, F.O.P. 89 will be permitted to use the Police Department's courier service for distribution of Official F.O.P. 89 communications; however, the courier service will not be responsible for mass distribution of individually addressed communications. Further, the F.O.P. 89 Lodge will be designated as a pickup

and delivery site for interdepartmental mail on the route of the courier service. The parties understand that the courier service will not be used for the delivery of packages. The F.O.P. 89 will have access to email and other current or future means of communication.

**Section 2.05 F.O.P. 89 Information Dispersal.**

The County agrees to allow reasonable bulletin board space in each squad room for F.O.P. 89 newsletters, notices, and literature.

**Section 2.06 Notice of Policy Change by County.**

The County agrees to provide the FOP with at least fifteen (15) working days written notice of all proposed changes (including additions and deletions) to the General Orders or Standard Operating Procedures. The FOP may use that time period to review and provide written comment to the Chief of Police on the proposed changes.

**Section 2.07 F.O.P. 89 President.**

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

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

**Section 2.08 F.O.P. Pins.**

Employees shall be allowed to wear an F.O.P. pin on their official Police Department uniforms above their name tags.

**Section 2.09 F.O.P. Lodge 89 PAC Deductions.**

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

### ARTICLE 3 -- COMPLIANCE AND WORKING CONDITIONS

F.O.P. 89 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 -- WAGES

#### Section 4.01 Wages.

##### A. Cost of Living Adjustment

Employees covered by this Agreement shall not receive a cost of living adjustment in Fiscal Year 2019.

Employees covered by this Agreement shall receive a one and one-half percent (1.50%) cost of living adjustment in their base hourly rates of pay effective the first full pay period in March 2020.

##### B. Wage Scale for Police Officers

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

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

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

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

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

the prior Step.

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

### C. Merit Increases

Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2018 through June 30, 2019, will receive it.

Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2019 through June 30, 2020, will receive it.

Effective beginning on July 1, 1999, any police officer covered by this Agreement who complete eighteen (18) years of actual and continuous service as defined in the Police Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of eighteen (18) years of service will be placed at that step on the date upon which the officer has completed eighteen (18) years of service, and the officer's anniversary date will be changed, if necessary, to reflect his/her date of hire.

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

### **Section 4.02 Contribution to Retirement Trust Fund.**

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

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

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

1. For officers hired on or before July 1, 2013:
  - a. ten percent (10%) for the first five (5) years of service of employment;
  - b. nine percent (9%) for the next five (5) years of employment; and

- c. after ten years of service, seven and 35/100ths percent (7.35%), further adjusted to seven and 70/100ths percent (7.70%), effective the first full pay period in January 2020.

- 2. For officers hired after July 1, 2013, ten percent (10%) for each year of employment.

#### **Section 4.03 Group Health Insurance Coverage and Group Life Insurance Benefit (Beneflex).**

Beginning with Calendar Year 2000, employees covered by this Agreement may participate in the County's Beneflex Program. The Beneflex Program will be an option for all officers and will be fully explained during seminars prior to the enrollment period toward the end of calendar year 1999.

A. In Calendar Year 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). In Calendar Year 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%).

B. In Calendar Year 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two percent (22%). In Calendar Year 2018, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

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

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

E. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

F. In Calendar Year 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee/retiree who elects to participate in either program. The participating employee/retiree shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose

to receive a credit instead.

G. In Calendar Year 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

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

I. Two dental plans are available to employees and retirees, the cost of which is paid by the employee or retiree if the employee or retiree elects to enroll in either of the plans.

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

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

L. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

M. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account. Effective January 1, 2013, employees may contribute up to two thousand five-hundred dollars (\$2,500.00), or as adjusted by Federal law, in a medical flexible spending account. The minimum that may be contributed to either account is ten dollars (\$10.00) per pay period for the 2000 Plan Year.

N. The County shall contribute one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their

life insurance to one (1) times their annual salary and receive a credit.

#### **Section 4.04 Acting Pay.**

When an employee below the rank of Captain is asked to assume, and does in fact assume the duties of a Sergeant (or higher rank) in an acting capacity for a period of ten (10) consecutive days or more (including scheduled days off, approved holidays, approved sick leave of two (2) days or less, and approved emergency annual leave, but excluding time for which an employee is otherwise on leave status), he/she shall receive, retroactive to the first (1st) day in the acting capacity, a rate of pay equal to the rate he/she would receive upon promotion to the acting rank, and he/she shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of rank equal to that position, or by a superior authority, except he/she shall not receive acting pay after being on leave status for more than five (5) consecutive days, and provided further that no acting pay is authorized for any employee who is acting in the absence of another employee who is on extended approved leave for the purpose of F.O.P. 89 business.

**Acting Pay Pending Promotions:** All vacancies caused by permanent departure from the Department -- retirement, discharge or promotion -- will be filled within ninety (90) days of the vacancy, or within thirty (30) days of the establishment of an eligibility list, whichever occurs later. If the vacancy is not permanently filled within this time frame but subsequently filled, the first person on the eligibility list (or subsequent persons depending on the number of vacancies) will be retroactively promoted from the ninety-first (91st) day of the creation of the vacancy, or the thirty-first (31<sup>st</sup>) day after the establishment of the eligibility list, whichever is applicable. The Department has the authority to eliminate the position during the ninety (90) day period or, within thirty-days of the establishment of the eligibility list. However, if the position is restored, the first person on the promotional list (or subsequent persons depending on the number of vacancies) will be retroactively promoted from the ninety-first (91st) day of the creation of the vacancy, or from the thirty-first (31<sup>st</sup>) day after the establishment of the eligibility list, whichever is applicable. Upon the establishment of an eligibility list, the County will provide to the F.O.P. a list of the names of officers, in order of finish but without scores, on each final eligibility list.

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

**Section 4.05 Standby Pay.**

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

**Section 4.06 Call-Back Pay.**

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

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

**Section 4.07 Holiday Administration.**

A. Holidays and Holiday Compensation. The Personnel Law establishes the regular holidays for County employees including those employees covered by this Agreement.

"Police Memorial Day" will be recognized and observed on May 15 of each year as a County holiday for employees covered by this Agreement.

Eligible employees shall receive straight-time pay for each of the designated holidays on which they perform no work.

Effective December 15, 2013:

1. Officers who work on any holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime), but shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the employee's regular overtime rate (i.e., no pyramiding), except for officers who are required, on holidays beginning with Thanksgiving Day 2017, to perform overtime work that is pre-

scheduled based on special events held in the County (e.g., sporting events, concerts). Such pre-scheduled overtime work for special events shall be paid at two (2) times an officer's regular rate of pay for each hour of work.

2. If the holiday falls on the officer's normally scheduled day off, the officer will not receive an extra day's pay, but the officer may elect another day off or one-half (1/2) the number of hours in the officer's normal daily work schedule in annual leave.

**B. Holiday Work Scheduling**

1. Bargaining unit members assigned to work shift work in the Patrol Services Bureau are entitled to the opportunity to work all holidays on which they are normally scheduled to work, and will be paid for these holidays actually worked pursuant to the provisions of subparagraph A of this Section 4.07.
2. Bargaining unit members assigned to the Support Services Bureau, except for the Technical Services Division, are entitled to the opportunity to work at least seven (7) holidays during each fiscal year, provided that the holidays fall on their regularly scheduled work days, and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A of this Section 4.07. 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. The seven (7) holidays referenced in this subparagraph are meant as a minimum, and officers covered by this subparagraph may be scheduled by management to work more than seven (7) holidays in a year when needed.
3. Bargaining unit members assigned to the Strategic Management Bureau, the Technical Services Division, the Office of the Chief, or the Patrol Services Bureau in a non-rotating shift function, are entitled to the opportunity to work at least four (4) holidays during each fiscal year and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A. The determination as to which observed holidays bargaining unit members covered by this subparagraph B.3. are actually scheduled to work will be determined by the Department, consistent with operational needs.

**C. Holiday Observance.** Whenever Christmas Day, New Year's Day or July 4th falls on a weekend and is celebrated by the County on the preceding Friday or following Monday, employees who work either on the day the holiday falls or on the day it is celebrated shall be entitled to subparagraph A above. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to subparagraph A benefits only as to the first (1st) such day worked.

**Section 4.08 Overtime Pay.**

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

**Section 4.09 Shift Differential.**

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

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

C. A shift differential shall be paid for all time worked on the third (3rd) shift (i.e. the evening shift, beginning at 1500 hours) to each employee specifically assigned to work the third (3rd) shift.

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

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

F. Any employee specifically assigned to the second (2nd) shift (i.e., the day shift - 0700 hours to 1700 hours) shall not be entitled to a shift differential.

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

<u>Hours Worked</u>	<u>Hours Paid Evening Shift Differential</u>
0900-1700	0
1000-1800	0
1100-1900	4 (4 hours past 1500)
1200-2000	5 (5 hours past 1500)
1300-2100	6 (6 hours past 1500)
1400-2200	7 (7 hours past 1500)
1500-2300	8

**Section 4.10 Court Time Compensation.**

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

A. When an officer is required to attend Court or judicial proceeding while off duty, said officer shall be paid at time and one-half his/her normal rate of pay and shall be guaranteed a minimum of three (3) hours pay at time and one-half (i.e., four and one-half (4 1/2) hours).

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

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

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

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

E. An officer has sixty (60) days to use such court earned compensatory time. If the officer does not use or is unable to use such compensatory time within sixty (60) days or if he/she is denied the use of compensatory time on two (2) occasions, he/she shall be entitled upon request to receive court time compensation payable in the manner described above.

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

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

**Section 4.11 Workweek.**

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

**Section 4.12 Field Training Officer Compensation.**

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

**Section 4.13 Fitness Indicator Test (FIT) Program.**

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

Average score of 3 or better -- \$150.00  
Average score of 4 or better -- \$250.00  
Average score of 5 or better -- \$450.00

The FIT Program is a voluntary program for incentive pay.

**Section 4.14 Physical Agility Test.**

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

Effective July 1, 2001, an employee's test results will be maintained in both his/her official and his/her departmental personnel files.

The County agrees to hold harmless and indemnify FOP 89 for any liability arising from the application of this Section.

Effective June 30, 2015, the Physical Agility Test program is terminated. No portions of the program will remain in effect. Officers hired on or after July 1, 2001 must instead complete the Career Physical each year as described in Attachment C.

**ARTICLE 5 -- LEAVE**

**Section 5.01 Sick Leave and Bereavement Leave.**

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

**Section 5.02 Annual Leave.**

Except as provided otherwise in Section 5.02 or 5.03, herein, annual leave policies shall be administered in accordance with the Prince George's County Personnel Law.

A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave).

B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A, above or in excess of the 130 day maximum formerly allowed in Section 5.02.

C. Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit at the end of a leave year will automatically convert to new sick leave. The Police Pension Plan shall be amended to provide that new sick leave converted from annual leave under this subparagraph, up to a combined total for each officer of one thousand forty (1,040) hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit.

### **Section 5.03 Sick and Annual Leave Disposition Upon Separation.**

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

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148 (a) (8).
2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.
3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:
  - a. Upon separation from employment, employees who participate in the pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or for up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be applied toward service credit in the pension plan as provided in Paragraph I. of Article 23 of this Agreement.
  - b. Notwithstanding subparagraph 3.a., immediately above, upon separation from employment because of service-related disability, an employee with less than twenty (20) years of service will be permitted to receive payment for all annual leave (old and new).
4. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of

pay as of the date of separation but not to exceed the highest rate of pay for a police lieutenant in January 2018 -- that is, \$55.1679 per hour. However, if a police officer with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash-out of unused accumulated sick leave as of the end of the 1996 leave year.

5. For individuals who participate in the pension plan, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase service credit under the pension plan as provided in paragraph I. of Article 23 (Pension Plan) of this Agreement. However, officers whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph 4., immediately above.

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.

#### **Section 5.04 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 designee and such approval shall not be unreasonably withheld. The Chief of Police has the right to set reasonable limits on such leaves.

#### **Section 5.05 Family and Medical Leave.**

Employees covered by this Agreement are entitled to family and medical leave as provided in the County Personnel Law.

#### **Section 5.06 Discretionary Leave.**

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

B. Employees covered by this Agreement who have been employed as Prince George's County Police Officers for ten (10) or more years shall be eligible for fourteen (14) hours of Discretionary Leave per wage reporting year in addition to the sixteen (16) hours of Discretionary Leave described in subparagraph A above, subject to the same limitations described in subparagraph A above.

#### **Section 5.07 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 up to two (2) additional ninety (90) day periods of disability leave to an officer who has petitioned the Police Chief and has received the Chief's recommendation for additional leave.

Effective with the enactment of the new labor agreement for Fiscal Year 1990, the Department will designate someone from Management who will have responsibility for making a preliminary determination as to whether an injury qualifies for disability leave. The Department will make good faith efforts to make the determination within two (2) working days after all reports and necessary documentation are submitted for review.

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

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

#### **Section 5.08 Additional Leave Provision.**

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

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.

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

#### **Section 5.09 Compensatory Leave.**

Officers using compensatory leave may choose whether any such leave taken shall be from their available balance of FLSA compensatory leave or County compensatory leave; provided, however, that the County will require an officer whose FLSA compensatory leave balance exceeds two hundred forty (240) hours to use any FLSA compensatory leave in excess of two hundred forty (240) hours before using County compensatory leave.

The F.O.P. will be notified as soon as possible of all delayed openings and emergency closings. In addition, the FOP will be notified as soon as possible upon implementation of changes to work schedules due to emergency situations that impact the entire Department. The nature and reasons

for schedule changes due to these emergency situations will also be provided.

## **ARTICLE 6 -- SAFETY AND HEALTH**

A. The County and F.O.P. 89 recognize and understand that because of the nature of the work performed by employees covered by this Agreement, the promotion of safety and health in the work environment is an important and mutually desirable objective.

The County and F.O.P. 89 therefore agree to cooperate to the fullest extent in the promotion of safety and health.

B. The County and F.O.P. 89 further agree to establish a joint Police Department/F.O.P. 89 Safety and Health Committee for the purpose of promoting job and safety health. The Committee shall consist of six (6) members, three (3) representing the County and three (3) representing F.O.P. 89. The County's representatives shall be the Labor Commissioner, or his designee; the Chief of Police, or his designee; and, an additional designee of the Police Chief. The F.O.P. 89 representatives shall be the F.O.P. President and two (2) members designated by him to serve on the Committee. Any member so designated shall serve for a term of at least one (1) year. The Labor Commissioner and the F.O.P. 89 President shall co-chair the Committee. The Committee shall meet on a regular quarterly basis to study and/or investigate issues of safety and health. The co-chairmen shall confer prior to each meeting and agree upon a meeting agenda no later than one (1) week prior to the next scheduled meeting. Both the County and F.O.P. 89 may place safety and health issues on the agenda. The Committee shall issue quarterly written reports including specific recommendations, when appropriate, to the County Executive concerning safety and health issues which are on the agenda, but nothing contained herein shall be construed to require the County to take any action on the Committee's recommendations. The County will explain to F.O.P. 89 in writing its actions or inactions on recommendations that are submitted to the County Executive by the joint Police Department/F.O.P. 89 Safety and Health Committee.

## **ARTICLE 7 -- ISSUED EQUIPMENT**

A. The County agrees to equip each police vehicle with a microphone which will operate the public address system.

B. Belt Brackets for Radios. In all initial issues of clothing and equipment to an employee covered by this Agreement, the employee will be provided a belt bracket apparatus for his or her radio.

C. Shotgun Brackets. The County will install either a shotgun bracket or a carbine bracket, but not both, in all vehicles assigned to the Patrol Services Bureau, provided that the officer is appropriately qualified or certified in the use of the respective firearm.

D. Replacement of Issued Equipment Lost or Stolen. Replacement of issued equipment lost or stolen through no fault of an officer will be made pursuant to the County Code and Departmental policy.

E. Required Equipment. The Department will provide any equipment it requires an employee to use because of an assignment to a special unit or position.

## ARTICLE 8 -- CLOTHING ALLOWANCE

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

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

## ARTICLE 9 -- TEC PAY

There is one category of TEC pay which shall be paid to members of the E.S.T. unit, officers on motorcycle duty, and canine handlers. Effective beginning in Fiscal Year 2019, TEC pay shall be increased to the total amount of nine hundred dollars (\$900.00) per year, per qualifying officer. Effective beginning in Fiscal Year 2006, TEC pay shall be increased to the total amount of seven hundred fifty dollars (\$750.00) per year, per qualifying officer, and in Fiscal Year 2007 increased to eight hundred dollars (\$800.00) per year. Effective beginning in Fiscal Year 2006, TEC pay of four hundred dollars (\$400) per year will be paid to officers assigned to the Tactical Squad and officers assigned as aviation observers and increased in Fiscal Year 2007 to four hundred fifty dollars (\$450.00) per year. Effective beginning in Fiscal Year 2006, officers assigned as pilots will receive the following differentials in accordance with their ranks: Police Officer – five thousand dollars (\$5,000.00); Police Officer First Class – six thousand dollars (\$6,000.00); Corporal – seven thousand dollars (\$7,000.00); Sergeants and Lieutenants – eight thousand dollars (\$8,000.00). In addition, an officer assigned as an aviation instructor will receive an additional one thousand dollars (\$1,000) per year as an additional TEC pay. All TEC pays shall be paid at the same time the clothing allowance is paid.

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

The County, with the participation of the F.O.P., but no later than September 30, 2001, will develop testing procedures to measure an officer's conversational proficiency in selected languages other than

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

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

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

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

Effective beginning in Fiscal Year 2017, any employee who is a certified Drug Recognition Expert shall receive an additional \$400 per year as an additional TEC pay. Effective beginning in Fiscal Year 2019, any employee who is a certified Drug Recognition Expert shall receive an additional nine hundred dollars (\$900.00) per year as an additional TEC pay.

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

## **ARTICLE 10 -- JOB DESCRIPTION**

No job description shall be changed or modified without F.O.P. 89 having prior knowledge of such change.

The Chief of Police will issue a directive to all appropriate supervisory personnel indicating that with the exception of officers who are assigned to light duty, sworn police officers should not normally be assigned to fill in, even on a short term basis, for civilian employees and that all reasonable steps should be taken to avoid using sworn police officers in these positions, including borrowing civilian employees from other assignments to fill in for temporary vacancies where reasonable.

## **ARTICLE 11 -- SEVERANCE PAY**

Severance Pay policies shall continue to be administered in accordance with the Prince George's

County Personnel Law.

## **ARTICLE 12 -- ROSTER**

A roster of all members of the units represented by F.O.P. 89 shall be compiled quarterly by the County showing each member's name and his/her length of service with the Police Department. The FOP also shall be provided a copy of the Exemption to Normal Duty and Acting Pay rosters.

## **ARTICLE 13 -- LATERAL TRANSFERS**

Police officers wishing to move laterally into entry-level positions with the Prince George's County Police Department from another jurisdiction shall be required to take an appropriate written and physical examination. Subject to both the approval of the County Executive and the County Council by separate resolution, the Personnel Officer may negotiate personnel agreements for reciprocal transfers at the entry level with other governmental agencies which adhere to a competitive personnel system.

## **ARTICLE 14 -- PROMOTION PROCEDURES**

A. Joint Study Committee, comprised of equal numbers of representatives named by the County and F.O.P. 89, not to exceed a total of four (4) from each party, shall be established to review current promotional procedures and to make recommendations to the Chief of Police concerning promotion procedures. Said Committee shall meet quarterly.

Prior to the next round of promotional examinations, the study materials for the promotional examinations for Police Officer First Class (PFC) will be restricted to the General Orders, other Departmental materials, including this Agreement, and applicable criminal law and traffic law, and shall not require study or examination based on outside books or other materials.

The Promotional Joint Study Committee will develop and therefore adhere to Standard Operating Procedures outlining the appeal board process within six (6) months after ratification of this agreement.

The County shall establish each eligibility list for promotions no later than twenty (20) days after issuance of any final appeal decisions and the implementation of any issues arising out of those decisions. Eligibility lists for all competitive ranks will be issued at the same time.

### **Section 14.01 Written Examination Appeal Process.**

A. A written appeal of any question from a written promotional examination must be filed by the aggrieved officer with the Director, County Office of Human Resources Management within five (5) working days of test review. This appeal shall result in the review of appealed questions, said review to be performed by the Joint F.O.P./Command Staff Appeal Board ("Joint Appeal Board"). The findings of this review shall be rendered within ten (10) working days of the deadline for filing appeals, and these findings shall be provided, in writing, to the employee who filed the appeal. Copies of any granted appeal shall be made available to any employee who took the examination and may be affected by said granted appeal. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the Grievance

and Arbitration Procedure of this Agreement.

B. The Joint Appeal Board shall be composed of five (5) members, including three (3) members of the F.O.P. holding the ranks of Sergeant and/or Lieutenant, and two (2) members of the Command Staff. F.O.P. members serving on the Joint Appeal Board shall be selected by the F.O.P. President from a pool of officers who did not participate in the current promotional cycle. One (1) of the three (3) members of the Joint Appeal Board appointed by the F.O.P. may be the F.O.P. President, whether or not that officer holds the rank of Sergeant and/or Lieutenant. The Command Staff members serving on the Joint Appeal Board shall be selected by the Chief of Police.

#### **Section 14.02 Promotional Skills Assessment Process.**

An aggrieved officer who wishes to appeal the results of a promotional skills assessment board, based on the unfair or unequal administration of the oral board process or the content of the candidate's oral board response, may do so by filing a written appeal with the Joint F.O.P./Command Staff Appeal Board (described in Section 14.01) within five (5) working days of the conclusion of the Skills Assessment Review. Such appeals shall be directed to the Joint Appeal Board c/o the Director, Office of Human Resources Management. The Joint Appeal Board shall consider appeals pertaining to the unequal or unfair administration of the oral board process and/or appeals related to the content of the candidate's oral board response, but not appeals pertaining to the benchmarks chosen to demonstrate a candidate's Knowledge, Skills and Abilities. The Joint Appeal Board shall consider each appeal and issue its findings in writing within twenty (20) working days after the last appeal is heard. The decisions rendered by the Joint Appeal Board shall be final and binding, and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

#### **Section 14.03 Performance Evaluation Appeal Process.**

An aggrieved officer who wishes to appeal the results of a performance appraisal with a rating of "Needs Improvement" or "Unsatisfactory" may do so by filing a written appeal with the Joint F.O.P./Command Staff Appeal Board (described in Section 14.01) within five (5) working days of receiving the performance evaluation. Such appeals should be directed to the Joint Appeal Board, c/o the Director, County Office of Human Resources Management. The Joint Appeal Board shall consider each appeal and issue its findings in writing within twenty (20) working days after receiving the appeal. As part of the appeal, employees may request an opportunity to address the Joint Appeal Board in person. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement. Appeals of performance appraisals with a rating of "Satisfactory," "Exceeds Satisfactory" or "Outstanding" may not be appealed to the Joint Appeal Board but rather are subject to the Grievance and Arbitration Procedure contained in Article 20 of this Agreement.

#### **Section 14.04 Extension of Time Limits.**

The time limits set forth in Sections 14.01 and 14.02 and 14.03 may be extended by agreement of the parties as needed.

### **ARTICLE 15 -- PERSONNEL FILES**

**Section 15.01 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 and those documents received under the promise of confidentiality. The employee shall indicate in writing, to be placed in his/her file, that he/she has examined the same. When the personnel file of an officer covered by this Agreement is reviewed or accessed in conjunction with a judicial or quasi-judicial proceeding, or by or at the direction of management, the officer will be notified in writing in a timely fashion which shall be within five (5) working days unless the review is necessary for an investigation of confidential or criminal matters.

**Section 15.02 Expunction**

The County agrees to remove derogatory information three (3) years old or older from the employee's personnel file if requested to do so in writing by the employee. Derogatory information that should have been or is otherwise authorized to be removed from an employee's personnel file shall not be used in any administrative or disciplinary process once it is four (4) years old or older, even if the employee has not requested its removal.

**Section 15.03 Motor Vehicle Accidents**

With respect to any discipline relating to police motor vehicle accidents, any such derogatory information two (2) years old or older shall be removed from the employee's personnel file if requested to do so in writing by the employee. Such derogatory information that should have been or is otherwise authorized to be removed from an employee's personnel file shall not be used in any administrative or disciplinary process once it is three (3) years old or older, even if the employee has not requested its removal.

**Section 15.04 Exception for Certain Types of Information**

The parties understand and agree that the provisions of Sections 15.02 and 15.03 shall not apply to information regarding use of force, false statement or criminal misconduct.

**ARTICLE 16 -- PERSONAL PATROL CAR PROGRAM**

Special Order 71-12 pertaining to the Personal Patrol Car Program shall be modified as follows:

A. Paragraph II A 1 (page 2) shall be amended to allow more than two (2) vehicles to be parked at F.O.P. 89 Headquarters.

B. Paragraph II C 8 (page 5) shall be amended in part to read, "Such service should be performed on the officer's off-duty time whenever practicable, AND WHEN NOT PRACTICABLE, TO BE PERFORMED ON DUTY TIME WITH THE PERMISSION OF THE APPROPRIATE SUPERVISOR."

## **ARTICLE 17 -- DEATH AND DISABILITY PAYMENTS**

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

The accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000.00) to an employee's designated beneficiary should the officer be killed in the line of duty.

## **ARTICLE 18 -- EDUCATION INCENTIVE**

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

## **ARTICLE 19 -- INTERNAL AFFAIRS INVESTIGATIVE PROCEDURES**

A Joint Study Committee, comprising equal numbers of representatives named by the County and F.O.P. 89, not to exceed a total of three (3) from each party, shall be established to review,

and where necessary, to make recommendations to the Chief of Police to revise current Internal Affairs Investigative Procedures.

At the request of the Chief, his/her designee, or the F.O.P. President, the Committee will meet on the first Wednesday in August and the first Wednesday in February or other times as is necessary.

## **ARTICLE 20 -- GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 20.01 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 County affecting the terms and conditions of employment.

### **Section 20.02 Exclusive Procedure.**

The provisions of this grievance procedure shall be the only grievance procedure applicable to the employees covered by this Agreement.

### **Section 20.03 Grievance Procedure.**

Grievances shall be presented and adjusted in the following manner:

Step 1. Within fourteen (14) days after the event giving rise to the grievance or within fourteen (14) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved, and, if the employee desires, the employee's F.O.P. 89 Steward, may discuss the grievance with the employee's Captain. The Captain shall attempt to adjust the matter and shall respond orally to the employee within two (2) days.

Step 2. If the grievance has not been settled at Step 1, a written grievance may be filed, signed by the aggrieved employee and the employee's accredited F.O.P. 89 Steward, and presented to the appropriate Major in the chain of command within three (3) days after receipt of the answer in Step 1 or within three (3) days of when the answer was due. The Major receiving the grievance shall meet with the employee and the employee's accredited F.O.P. 89 Steward and render a decision in writing not later than seven (7) days after the receipt of the grievance.

Step 3. If the grievance has not been settled at Step 2, a written appeal signed by the employee and the employee's accredited F.O.P. 89 Steward may be filed with the Chief of Police within five (5) days after the receipt of the answer at Step 2 or within five (5) days of when the answer was due. The Chief of Police, or his designee, shall meet with the employee and a committee including the employee's accredited F.O.P. 89 Steward, F.O.P. 89 President and/or F.O.P. 89 officers and render a written decision within ten (10) days after receipt of the written appeal.

Step 4. If the grievance has not been settled at Step 3, a written appeal signed by the employee and the employee's accredited F.O.P. 89 Steward may be filed with the Labor Commissioner within five (5) days after receipt of the answer at Step 3 or within (5) days of when the answer was due. The Labor Commissioner or his designee, shall meet with the employee and a committee including the employee's accredited F.O.P. 89 Steward, F.O.P. 89 President, and/or F.O.P. 89 officers and render a written decision within ten (10) days after the receipt of the grievance.

Step 5. If the grievance is not settled at Step 4, F.O.P. 89 may request arbitration, giving written notice to the Labor Commissioner within ten (10) days after receipt of the answer at Step 4 or within ten (10) days of when the answer was due. The arbitration proceedings shall be conducted by an arbitrator to be selected by the County and F.O.P. 89 within seven (7) days after notice has been given. If the parties are unable to select an arbitrator, the Prince George's County Public Employee Relations Board shall be requested to provide a panel of five (5) arbitrators from which the arbitrator shall be selected according to the procedure specified by the Board.

#### **Section 20.04 The Decision of the Arbitrator.**

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. Expenses for the Arbitrator's service and the proceedings shall be borne equally by the County and F.O.P. 89.

#### **Section 20.05 General Provisions.**

- A. Appropriate F.O.P. 89 officials shall be given copies of all answers to grievances hereunder.
- B. Grievances arising as a result of disputes concerning the meaning, interpretation or application of this Agreement, (including Personnel Law items specifically incorporated by reference in this Agreement), or of a claimed violation, misinterpretation or misapplication of the rules or regulations issued by the police department affecting the terms and conditions of employment, shall be subject to Step 5, arbitration.
- C. If a grievance arises from the action of an authority higher than the employee's Captain, such grievance may be initiated at the appropriate step of this grievance procedure.

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

E. 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 an employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

F. The County and the F.O.P. have the right to file grievances under this Grievance Procedure.

#### **Section 20.06 Time Limits.**

Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual written agreement, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked, provided that an employee fails to pursue any step within the time limits provided, he/she shall have no further right to continue the grievance.

#### **Section 20.07 Days Defined.**

The term "days" as used in this grievance procedure shall mean working days.

#### **Section 20.08 Processing Grievances During Working Hours.**

Stewards and F.O.P. 89 representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours, provided, however, there is no disruption of the County's operation.

### **ARTICLE 21 -- NO STRIKE OR LOCKOUT**

#### **Section 21.01**

F.O.P. 89 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.

#### **Section 21.02**

In the event of an illegal strike, slow-up or work stoppage, F.O.P. 89 shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work and bring about a prompt resumption of normal operations.

#### **Section 21.03**

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

## **ARTICLE 22 -- PUBLICATION OF AGREEMENT**

The County shall distribute fifty (50) copies of this Agreement to F.O.P. 89. The County also agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet.

## **ARTICLE 23 -- PENSION PLAN**

### **A. Benefit Modifications**

The parties agree to continue the Police Pension Plan with the following benefit improvements to become effective July 1, 1983. The plan document will be revised where appropriate to reflect these changes.

#### **Section 23.01 Joint and Survivor Option.**

Employees who retire on a disability pension may elect a reduced joint and survivor pension.

#### **Section 23.02 Pop-back of Benefits.**

Where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, the retiree's benefit shall be increased ("pop-back") to the level it would have been had the joint and survivor option never been chosen.

#### **Section 23.03 High Twenty-four (24) Month Benefit.**

The computation of a retiree's benefit amount shall be based on the employee's high twenty-four (24) month average pay. The definition of "Average Annual Compensation" in the pension plan shall be modified accordingly.

#### **Section 23.04 Supplemental Life Insurance Benefit.**

The pension plan shall be amended to provide a supplemental life insurance benefit to a retiree until age sixty (60) in an amount equal to the difference between the face value of his/her County term life insurance at the date of retirement and the decreased insured value of his/her County term life insurance after date of retirement. When the retiree attains age sixty (60), the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the Supplemental Life Insurance Benefit by twenty percent (20%) on the first day of the calendar month coinciding with or next following the date of his/her attainment of age sixty (60). On each of the next four (4) anniversaries the Supplemental Life Insurance Benefit will be reduced by the same dollar amount.

The supplemental life insurance policy which provides a supplemental life insurance benefit to retirees until age sixty (60) shall be increased to provide a total life insurance benefit of one hundred thousand dollars (\$100,000.00) for officers who retire on or after July 1, 1987.

### **B. Administrative Modifications**

The parties agree to continue the Police Pension Plan with the following Administrative modifications to become effective July 1, 1983. The plan document will be revised where appropriate to reflect these changes.

#### **Section 23.05 Arbitration of Pension Claim.**

Any complaint as to the interpretation, application, administration or enforcement of the Pension Plan shall not be subject to the grievance procedure established under this Agreement, but shall be handled in accordance with the relevant procedures set forth in the Pension Plan subject to the right of the County, F.O.P. 89 and/or any individual bargaining unit member to initiate appropriate court proceedings (up to and including the Maryland Court of Appeals) to review said decisions, provided however, that either party to this Agreement may submit final decisions of the Pension Plan regarding benefit claims to arbitration under Sections 20.03, Step 5, and 20.04 of Article 20 of this Agreement within ten (10) days of receipt of the Plan's decision.

#### **Section 23.06 Plan Booklets.**

Within ninety (90) days following ratification of this Agreement, the Pension Plan document will be restated to include negotiated changes in the Pension Plan. The Plan document will then be printed in booklet form, and one thousand (1000) copies of the booklet will be made available to Plan participants through F.O.P. 89. The cost of printing this booklet will be borne by the Plan. New participants will be issued a copy of the Plan by F.O.P. 89.

#### **Section 23.07 Representation On the Medical Advisory Board.**

The President of F.O.P. 89, or his designated permanent alternate, will serve as a nonvoting member of the Medical Advisory Board in cases involving employees covered by this Agreement. The Union representative will act in the same role as the representative of the Police Department who appears before the Medical Advisory Board.

#### **Section 23.08 Administrative Review Board Meetings.**

Section 8.3 of the Pension Plan shall be amended to provide that the Administrative Review Board will hold regular quarterly meetings, and the Retirement Administrator shall report quarterly all significant actions and decisions described in Section 8.2 of the Police Pension Plan to the Administrative Review Board for its review.

#### **Section 23.09 Representation On the Disability Review Board.**

The President of F.O.P. 89, or his designee, shall serve as a voting member of the Disability Review Board.

#### **Section 23.10 Disability Leave Termination Notice.**

Where it is determined by the Plan that an employee covered by the Agreement who is on Disability Leave is to be returned to work, a copy of the letter so informing the Chief of Police will also be provided to the affected employee.

**Section 23.11 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 23.12 Joint Study Committee.**

A Joint County/F.O.P. 89 Study Committee will be established for the purpose of studying the subject of eligibility for disability pension based on non-job related mental disability.

**C. Cost of Living Increase for Retirees.**

1. In January of each year, two-thirds (2/3) of the total investment returns (on a market value basis including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund," with the exception that in January 1990, the calculation will be from the previous two (2) plan years.

2. On January 31 of each year, every retiree will receive a permanent increase in his or her retirement benefit as calculated in paragraph 3.

3. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree from the post-retirement increase fund, determined pursuant to paragraph 1, provided:

(a) Each eligible retiree will receive an identical dollar amount increase.

(b) The maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month.

(c) The minimum increase provided shall be not less than thirty-five dollars (\$35.00) per month.

(d) Effective January 1, 2002, the maximum increase in Cost of Living for Retirees shall not exceed one hundred thirty dollars (\$130.00) per month.

(e) Effective January 1, 2003, the maximum increase in Cost of Living for Retirees shall not exceed one hundred thirty-five dollars (\$135.00) per month.

(f) Effective January 1, 2019, the minimum increase provided shall be not less than forty-five dollars (\$45.00) per month.

4. Any amount in the "post-retirement increase fund" described in paragraph (1) in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 3(b) will be transferred (returned) to the general pension fund assets.

5. The phrase "actuarially calculating the lifetime benefit" in subparagraph C.(3), above, means that the Plan's actuary will use the same procedures utilized in 1986 for calculating the COL benefit but will also include an assumption that the pool of assets that has been determined to be available for COL payments, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also effective with the calculation done in January 1988, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

6. The County has agreed to extend this provision regarding cost of living increases to retirees to both current and future retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.

D. Education Incentive Pay Included in Base Compensation for Retirement Pension Benefit Purposes

Effective July 1, 1984, the definition of Compensation as set forth in Section One of the Police Pension Plan as revised and restated effective July 1, 1983, is amended to include Education Incentive Pay (EIP) for retirement pension benefit purposes only.

E. Prior Cadet Service

Effective September 1, 1985, employees participating in the Police Pension Plan may purchase up to two (2) years of prior service as a Prince George's County Police Cadet, in accordance with Plan requirements for the purchase and rate of purchase of prior military service.

F. Heart Disease and Hypertension Presumption

Pension Plan B - Effective July 1, 1991

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

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

Pension Plan A- Effective July 1, 1999

For purposes of determining eligibility for line-of-duty disability retirement benefits under Pension Plan A only, any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability shall be presumed to be a service connected disability and to

have been suffered in the line of duty and as a result of his/her employment.

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

#### Pension Plan A – Effective July 1, 2005

Effective Fiscal Year 2006, a one-time election will be provided to officers in Pension Plan A or the first or second variations of Plan A to transfer into Plan B. The individual officer will incur all expenses for the transfer from Plan A to Plan B.

#### G. Hold Harmless Benefit Calculation

For any Plan member who retires after July 1, 1991, "average annual compensation" as that term is defined in the Pension Plan will be calculated as if the Plan member had received the seven percent (7%) cost of living increase set forth under Section 4.01 C. of the original Agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

For any Plan member who retires within twenty-four (24) months of FY95, "average annual compensation" as that term is defined in the Pension Plan will be calculated as if the Plan member had received the merit step increase to which he/she would otherwise have been entitled to receive during Fiscal Year 1994. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

Any plan member who retires before the member has completed twenty-one (21) years of service and who otherwise would have been eligible to receive a merit increase during Fiscal Year 1996 but did not receive one because of Section 4.01(C) will be held harmless for the purpose of pension benefit calculation and thus be treated as if the member had received a Fiscal Year 1996 merit increase on schedule.

Any plan member who retires before the member has completed twenty-one (21) years of service and who otherwise would have been eligible to receive a merit increase during Fiscal Year 1997 but did not receive one because of Section 4.01C will be held harmless for the purpose of pension benefit calculation and thus be treated as if the member had received a Fiscal Year 1997 merit increase on schedule.

Any plan member who retires during Fiscal Year 2014 or Fiscal Year 2015 (that is, from July 1, 2013 through June 30, 2015) and who otherwise would have been eligible to receive a merit increase during Fiscal Years 2010, 2011 or 2012, will be held harmless for the purpose of pension benefit calculation and thus be treated as if the member had received the merit increase on schedule. The parties further acknowledge that the Fiscal Year 2014 change to the Uniform Wage Scale, which impacts Steps P, Q and the new Step R effective December 15, 2013, is not included in this hold

harmless provision.

Any plan member who retires during Fiscal Year 2016 (that is, from July 1, 2015 through June 30, 2016) and who otherwise would have been eligible to receive a merit increase during Fiscal Year 2016, will be held harmless for the purpose of pension benefit calculation and thus be treated as if the member had received the merit increase on schedule.

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

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

#### H. Pension Boards

One (1) F.O.P. 89 bargaining unit member will be added as a voting member of the Administrative Review Board and the Board of Trustees, with the understanding that the number of Board members (both Boards) will not otherwise increase during the duration of the contract (that is, through June 30, 1993). A third (3rd) F.O.P. 89 bargaining unit member will be added as a voting member of the Administrative Review Board and the Board of Trustees, with the understanding that the number of Board members (both Boards) will not otherwise increase during the duration of the contract (that is, through June 30, 1995).

#### I. Annual Leave and Sick Leave Purchase of Pension Credit

Effective January 1, 1993, all participants will be permitted to purchase additional pension credit after twenty (20) years of service with annual and sick leave at "non-window" (40 annual/80 sick) rates as set forth in Section 4.1(A)(b)(ii) of the Pension Plan.

#### J. Contingent Annuitant after Retirement

The Police Pension Plan will be amended to allow a retiree who marries after retirement to reduce his or her retirement benefit and name the new spouse as a contingent annuitant, provided there is no actuarial cost to the County and there is sufficient evidence of insurability.

#### K. Deferred Retirement Option Program

The County and FOP 89 agree to establish a cost-neutral Deferred Retirement Option Program (DROP) for Police Pension Plan participants effective on January 1, 2019. The terms of the DROP shall be cost-neutral to the County and the Police Pension Plan, and shall be substantially similar to the comparable plan recently agreed to by the County and the International Association of Fire Fighters (IAFF) Local 1619, covering sworn fire fighters (with upward adjustments for the number of employees eligible). Should the Pension Plan's actuary determine that this DROP is not cost-neutral when applied to the Police, then the parties shall meet to adjust the DROP to ensure cost-

neutrality no later than August 31, 2018.

L. See also Attachment B of this Agreement.

M. For officers hired on or after January 1, 2016, normal retirement shall be based on twenty-five (25) years of actual service as defined in the Prince George's County Police Pension Plan ("Pension Plan"), with benefit at normal retirement of 72.5% (3% for first 20 years, 2.5% for years 21 through 30), and a maximum benefit at 30 years and 85%.

N. Pension Modifications for Surviving Spouses

Effective July 1, 2016, the spouse of a Participant with fifteen or more years of Actual Service but less than twenty years of Actual Service who dies while an Employee shall receive a monthly benefit for the spouse's life in an amount equal to the benefit the spouse would have received if the Participant had terminated employment on the day before the date of death and then survived until the Normal Retirement Date and elected a joint and 50% contingent annuitant benefit with the spouse named to receive the benefit. The spouse's benefit shall be payable as of the first day of the month following the Employee's death, and there shall be no actuarial reduction for payment prior to what would have been the Participant's Normal Retirement Date.

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

## **ARTICLE 24 -- ADMINISTRATIVE HEARING BOARD**

The Hearing Board as provided for in the Law Enforcement Officer's Bill of Rights (Md. Public Safety Code Ann. §3-107(c)) shall be composed of three (3) members, all appointed by the Chief of Police. The Chairman of the Hearing Board shall vote to break any ties. One member of the Hearing Board shall be of equal rank and assignment (detective, staff officer, special operations or patrol) as the employee appearing before said Board.

## **ARTICLE 25 -- IN-SERVICE TRAINING**

The County agrees that it will comply with the in-service training provisions of the Police Training Act (Article 41, Section 70A, Annotated Code of Maryland) and any subsequent amendment thereto.

## **ARTICLE 26 -- 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 only to the specific Article, Section or portion thereof specified in the decision; and upon issuance of such a decision, the County and F.O.P. 89 agree to immediately negotiate a substitute for the

invalidated Article, Section or portion thereof.

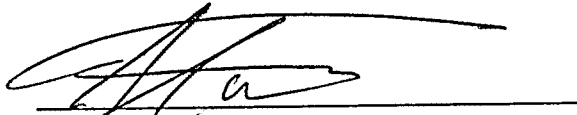
#### **ARTICLE 27 -- DURATION AND REOPENER**

This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020.

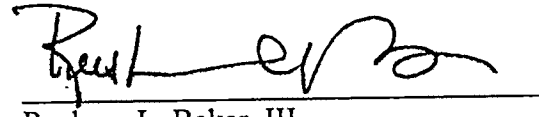

This Agreement shall be automatically renewed from year to year after June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this 13<sup>th</sup> day of August, 2018, in Largo, Prince George's County, Maryland.

FOR FRATERNAL ORDER OF POLICE  
PRINCE GEORGE'S COUNTY  
LODGE 89, INC.

  
\_\_\_\_\_  
John W. Teletchea  
President

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND

  
\_\_\_\_\_  
Rushern L. Baker, III  
County Executive  
\_\_\_\_\_  
Henry P. Stawinski, III  
Chief of Police

## ATTACHMENT A – WAGE SCALE

### UNIFORM WAGE SCALE

Effective July 2, 1989, the current modified "MIN-MAX" system in effect for all members of the bargaining unit will be replaced by the Uniform Wage Scale contained in this Attachment A and described below.

### DESCRIPTION OF THE UNIFORM WAGE SCALE

For each rank of police officer in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step 0 through Step 14: Police Officer - L01; Police Officer First Class - L02; Police Corporal - L03; Police Sergeant - L04; and, Police Lieutenant - L05. The percentage values of the intervals between steps are three and one-half percent (3.5%) from Step 0 through Step 11 and three percent (3%) for the three remaining intervals from Step 11 through Step 14.

An employee will be eligible to advance to the next step for his/her rank on his/her anniversary date at the rate of one (1) step per year up to and including Step 12, provided that he/she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step 12, an officer will be eligible to advance to Steps 13 and 14 after three (3) years of service at each step (that is, after having completed fifteen (15) and eighteen (18) years of service, respectively), provided that his/her performance for the applicable period has been evaluated as satisfactory.

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

Upon promotion to the rank of Police Officer First Class or Police Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). Officers hired on or after July 1, 1995 will be eligible to take the Police Officer First Class (PFC) examination after they have completed three (3) years as a Prince George's County Police Officer (now eighteen (18) months) and will be eligible to take the Police Corporal exam after completing two (2) years of service as a Prince George's County Police Officer First Class (now sixteen (16) months). Corporals will be eligible to take the Sergeant's examination after completing sixteen (16) months of service as a Prince George's County Corporal; Sergeants will be eligible to take the Lieutenant's examination after completing one (1) year of service as a Prince George's County Sergeant; Lieutenants will be eligible to take the Captain's examination after completing one (1) year of service as a Prince George's County Lieutenant. The parties also agree that time spent by a bargaining unit member in an acting capacity in a higher rank does not meet the required time periods described in this paragraph. The parties further agree that an officer who is demoted to a lower rank must meet these time-in-grade requirements with service in the applicable rank that is completed after the demotion.

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

#### IMPLEMENTATION OF THE UNIFORM WAGE SCALE

##### Fiscal Year 1990:

Effective July 2, 1989, employees covered by this Agreement, after receiving the four percent (4%) cost of living adjustment, will be placed on the Uniform Wage Scale at the step for their rank which is immediately above their annual salary.

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

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

##### Fiscal Year 1991:

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

#### MODIFICATION OF UNIFORM WAGE SCALE -- EFFECTIVE JULY 1, 1994

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

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

Grade L01 is the pay grade for the rank of Police Officer. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step L and three percent (3%) for the remaining three intervals from Step L through Step O. The entry rate for a Police Officer is Step A. A Police Officer (L01) will be eligible to advance to the next step for that rank on the officer's anniversary date at the rate of one step per year up to and including Step N (after 13 years), provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a Police Officer (L01) will be eligible to advance to Step O after 2 years of service at Step N, (that is, after having completed 15 years of service), provided that the officer's performance for the applicable period has been evaluated as satisfactory.

Grades L02 through L05 are the pay grades for Police Officer First Class (L02), Police Corporal (L03), Police Sergeant (L04) and Police Lieutenant (L05). The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step K and three percent (3%) for the remaining intervals from Step K through Step O. Officers in the ranks of Police Officer First Class through Police Lieutenant will be eligible to advance to the next step for their rank on the officer's anniversary date at the rate of one step per year up to and including Step M (after 13 years) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step M, officers in the ranks of Police Officer First Class through Police Lieutenant will be eligible to advance to Step N after two (2) years of service (that is, after having completed fifteen (15) years of service) and to Step O after three (3) years of service at Step N (that is, after having completed eighteen (18) years of service).

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

#### IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE

##### Fiscal Year 1995:

1. On July 1, 1994, every officer will be assigned to the pay step for his or her rank on the modified Uniform Wage Scale with a salary rate identical to the officer's salary rate on June 30, 1994.
2. On his or her anniversary date in Fiscal Year 1995, every officer will be eligible to advance to the next step on the modified Uniform Wage Scale, provided that the officer's performance for the applicable period had been evaluated as satisfactory.
3. On June 25, 1995, any officer who is not at the pay step for his or her rank which would be warranted by his or her years of service, will be placed at that pay step.

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

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

Effective beginning on July 1, 1999, any police officer covered by this Agreement hired before July 1, 1996 who completes eighteen (18) years of actual and continuous service as defined in the Police Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of eighteen (18) years of service will be placed at that step on the date upon which the officer has completed eighteen (18) years of service, and the officer's anniversary date

will be changed, if necessary, to reflect his/her date of hire.

Effective the first full pay period beginning on or after July 1, 1999, Step M of the Uniform Wage Scale for grades L-02 (Police Officer First Class) through L-05 (Police Lieutenant) shall be applicable after thirteen (13) years of service, Step N shall be applicable after fourteen (14) and fifteen (15) years of service, Step O shall be applicable after sixteen (16) and seventeen (17) years of service, and a new Step P (at three percent (3%) higher than Step O) shall be applicable after eighteen (18) years of service.

Effective the first full pay period beginning on or after July 1, 2000, the interval for grades L02 (Police Officer First Class) through L05 (Police Lieutenant) between Step B to Step C shall be increased from three and one-half percent (3 1/2%) to four percent (4%), such that all steps at Step C and above on the Uniform Wage Scale shall be increased by one-half of one percent (0.5%).

#### MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEAR 2002

Effective July 1, 2001, the rate for Step A, for the rank of Police Officer (L01), shall be increased by ten percent (10%). Each subsequent interval (Steps A to B, B to C, through N to O) on the Uniform Wage Scale for the rank of Police Officer (L01), will be reduced by one-half of one percent (0.5%).

Consequently, the following rates for the rank of Police Officer (L-01) will be established for Steps B through O on the Uniform Wage Scale:

- a. The rate for Step B, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step A.
- b. The rate for Step C, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step B.
- c. The rate for Step D, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step C.
- d. The rate for Step E, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step D.
- e. The rate for Step F, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step E.
- f. The rate for Step G, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step F.
- g. The rate for Step H, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step G.
- h. The rate for Step I, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step H.

- i. The rate for Step J, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step I.
- j. The rate for Step K, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step J.
- k. The rate for Step L, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step K.
- l. The rate for Step M, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step L.
- m. The rate for Step N, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step M.
- n. The rate for Step O, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step N.

Effective July 1, 2001, the rates for Step A, for the rank of Police Officer First Class through Police Lieutenant (L02 - L05), shall be increased by ten percent (10%). Each subsequent interval (Steps A to B, B to C, through O to P) on the Uniform Wage Scale for the rank of Police Officer First-Class through Police Lieutenant (L02 - L05) will be reduced by one-half of one percent (0.5%) at each Step.

Consequently, the following rates will be established for Steps B through P on the Uniform Wage Scale:

- a. The rates for Step A, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be increased by ten percent (10%).
- b. The rates for Step B, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step A.
- c. The rates for Step C, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three and one-half percent (3.5%) above Step B.
- d. The rates for Step D, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step C.
- e. The rates for Step E, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step D.
- f. The rates for Step F, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step E.
- g. The rates for Step G, for all other ranks -- Police Officer First Class through Police Lieutenant

-- (L02 - L05), shall be established three percent (3%) above Step F.

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

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

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

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

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

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

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

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

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

#### MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2004 and 2005

Effective July 13, 2003, for the rank of Police Officer, the old Step B (renamed Step A) shall be applied for zero to one and one-half (0-1.5) years of service, the old Step C (renamed Step B) shall be applied after one and one-half (1.5) years of service, the old Step D (renamed Step C) shall be applied after three (3) years of service, and so on. Effective July 13, 2003, for all ranks, Step D shall be established as three and one-half percent (3.5%) above Step C. Effective July 13, 2003, for the rank of Police Officer, Steps M&N shall be established as two and three-quarters percent (2.75%) above the rate for the prior step, and for all other ranks, Steps M, N, O and P shall be established as two and three-quarters percent (2.75%) above the rate for the prior step.

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

#### MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2006 and 2007

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

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

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

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

Effective July 1, 2005, the rates for Steps H through N for the rank of L05 (Lieutenant) shall be increased by three and one-half percent (3.5%). Steps O and P shall be increased by two and one-half percent (2.5%).

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

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

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

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

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

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

Effective July 1, 2006, for the ranks of L02 through L05, Step P shall be amended to eighteen (18) and nineteen (19) years of service and Step Q shall be amended to twenty (20) years of service

at three percent (3%) more than Step P.

#### MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2008 and 2009

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

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

Effective May 11, 2008, the following provisions of the "Description of the Uniform Wage Scale" shall be re-established: Upon promotion to the rank of Police Officer First Class or Police Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). Upon promotion to the rank of Sergeant or Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, a ten percent (10%) increase).

The Uniform Wage Scale resulting from these changes is attached.

#### MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEAR 2013

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

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

The Uniform Wage Scale resulting from these changes is attached.

#### MODIFICATION OF THE UNIFORM WAGE SCALE --FISCAL YEAR 2014

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

The Uniform Wage Scale resulting from these changes is attached.

#### MODIFICATION OF THE UNIFORM WAGE SCALE -- FISCAL YEARS 2017 AND 2018

- a. Effective the first full pay period in January 2017, for the rank of L01 (Police Officer), the entry pay at Step A shall be as set forth in the attached wage scale, which shall remain applicable to each new officer for the first two (2) years of employment, and then Steps B through P for the rank of L01 (Police Officer) shall be established as three percent (3%) above the prior Step.
- b. Effective the first full pay period in January 2017, for the ranks of L02 (Police Officer First Class) and L03 (Corporal), Step B shall be established as two (2) three and one-half percent (3 ½%) steps above Step B for the lower ranks of L01 and L02, respectively; and for the ranks of L04 (Sergeant) and L05 (Lieutenant), Step B shall be established as ten (10) percent above Step B for the lower ranks of L03 and L04, respectively. For all ranks, Steps C through I shall be established as three percent (3%) above the prior Step, Steps J through S shall be established as one and three quarters percent (1.75%) above the prior Step, Steps T and U shall be established as one and one half percent (1.5%) above the prior Step, and Step V shall be established as three percent (3%) above the prior Step.
- c. Effective the first full pay period in January 2017, for the rank of L01 (Police Officer), Step A shall be for the first 2 years of service, Step B shall be for the year following the officer's second anniversary date, Steps C through I shall be for one (1) additional year of service, Steps J through O shall be for two (2) additional years of service, and Step P shall be for 22 years of service.
- d. Effective the first full pay period in January 2017, for the ranks of L02 (Police Officer First Class), L03 (Corporal), L04 (Sergeant), and L05 (Lieutenant), Steps B through U shall be for 2 through 21 years of service, and Step V shall be for 22 or more years of service.
- e. Effective the first full pay period in January 2017, for all ranks, officers shall be placed on the uniform wage scale so that they are one year behind their proper placement based on years of service.
- f. A copy of the Uniform Wage Scale applicable during Fiscal Year 2017 (effective the first full pay period in January 2017) and all of Fiscal Year 2018 is attached and incorporated herein.

The Uniform Wage Scale resulting from these changes is attached.

## ATTACHMENT B – PENSION PLANS

Prior to July 1, 1992, officers who participate in Pension Plan A (the Old Plan) will be afforded the opportunity to transfer to Pension Plan B (the New Plan) and commence participation in Plan B effective July 1, 1992. The election of any officer who so chooses Plan B is irrevocable. The two Plans are described as follows:

### PLAN A

The benefits payable under Plan A are the benefits payable under the pension plan that was in effect prior to the enactment of this Agreement, except that:

For each additional year of service over twenty (20) years, the pension benefit shall be increased by two and one-half percent (2 1/2%) up to a maximum benefit of seventy-five percent (75%) (i.e., after thirty (30) years of service).

For a sixty-day window period following the effective date of this Agreement, officers who participate in Pension Plan A will be afforded the opportunity to transfer to Pension Plan B and commence participation in Plan B effective July 1, 1997, provided that (1) the election of any officer who chooses to transfer to Plan B is irrevocable and (2) the officers choosing to transfer from Plan A to Plan B shall pay the additional costs, if any, imposed on the Pension Plan by these transfers in the form of additional employee contributions to the retirement system over a period of up to five years. These additional costs, if any, will be calculated by the actuaries and disclosed to all officers in Plan A prior to the sixty-day window period.

Effective July 1, 1999, a one-time election will be provided to officers in Pension Plan A to select a variation providing an increase in normal retirement benefit from fifty percent (50%) to fifty-two percent (52%) and a decrease in service connected disability retirement benefits from seventy percent (70%) to sixty-four percent (64%).

Effective July 1, 2001, a one-time election will be provided to officers in Pension Plan A or the variation of Plan A. For officers still in Plan A, they may select a variation providing an increase in normal retirement after twenty (20) years of service from fifty percent (50%) or fifty-two percent (52%), while service-connected disability retirement under this Pension Plan A shall be decreased from seventy percent (70%) or sixty-four percent (64%). For officers already in the variation of Plan A, they may select another variation providing an increase in normal retirement after twenty (20) years of service from fifty-two percent (52%) to fifty-four percent (54%), while service-connected disability retirement under this variation of Plan A shall be decreased from sixty-four percent (64%) to sixty percent (60%).

Effective Fiscal Year 2006, a one-time election will be provided to officers in Pension Plan A or the first or second variations of Plan A to transfer into Plan B. The individual officer will incur all expenses for the transfer from Plan A to Plan B.

PLAN B

The normal retirement benefit (i.e., twenty (20) years) is sixty percent (60%) of the high two (2) year average. For each additional year of service the pension benefit shall be increased by two and one-half percent (2.5%) up to a maximum of eighty-five percent (85%) (i.e., after thirty (30) years of service). The retirement benefits for non-line-of-duty disability shall continue to be fifty percent (50%). The retirement benefits for officers with less than twenty (20) years of service for line-of-duty disability is seventy percent (70%) for the first one year (first twelve (12) monthly payments) of benefit payments, and then is reduced to fifty-five percent (55%) thereafter. Officers with twenty (20) or more years of service are not eligible for this disability benefit.

An officer who is permanently and totally disabled in the line of duty such that he/she is unable to perform the duties of any occupation will receive a ninety percent (90%) disability benefit regardless of years of service. The loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, in the line of duty, creates a rebuttable presumption that the officer is totally and permanently disabled within the meaning of this provision.

Officers who are hired after December 31, 1989 will participate in Plan B only with the further modification that line-of-duty disability benefits are fifty-five percent (55%) from the outset (i.e., no one year at seventy percent (70%)).

Subject to approval by the Internal Revenue Service, officers who are in Plan B and are disabled after twenty years of service will remain eligible for disability retirement, and, if they retire due to a service-connected disability after their retirement date, will receive their normal retirement benefit offset by the disability benefit, in addition to the nontaxable disability benefit. For example, an officer with twenty-two (22) years of service is eligible for a normal retirement of sixty-five percent (65%) (sixty percent (60%) for twenty (20) years, five percent (5%) for additional two (2) years); if disabled on the job, the officer would receive fifty-five percent (55%) tax free disability benefit and ten percent (10%) taxable pension benefit, instead of current sixty-five percent (65%) taxable pension.

Vested benefit, as that term is utilized and described in the Pension Plan, will increase to ten (10) or more years of Credited Service for employees hired after July 1, 2013.

For officers hired on or after January 1, 2016, normal retirement shall be based on twenty-five (25) years of actual service as defined in the Prince George's County Police Pension Plan ("Pension Plan"), with benefit at normal retirement of 72.5% (3% for first 20 years, 2.5% for years 21 through 30), and a maximum benefit at 30 years and 85%.

## **ATTACHMENT C – PHYSICAL AGILITY TEST**

### **PHYSICAL AGILITY TEST**

#### **Section 4.14 Yearly Career Physical Examinations**

A. Effective June 30, 2015, the Physical Agility Test program is terminated. No portions of the program will remain in effect. Officers hired on or after July 1, 2001 must instead complete the Career Physical each year as described below.

1. Recruits in the Academy will have taken the physical prior to appointment with the Department, and shall be covered for the calendar year in which they graduate.

2. In years following the year of graduation, any officer hired on or after July 1, 2001 must see his/her Certified Physician or Nurse Practitioner and have a physical examination completed annually. The officer will be responsible for submitting a signed form from the medical professional conducting the examination to AOT (Advanced Officer Training) no later than December 1st of each calendar year. This Medical Evaluation Form shall be created jointly by the Department and the FOP.

3. Any officer who fails to submit the jointly-created Medical Evaluation Form by December 1st of each calendar year shall be removed from the Personal Car Program until the examination is completed and the required form submitted. Any officer removed from the Personal Car Program for failure to comply with this section shall immediately be reinstated in the program upon compliance.



RUSHERN L. BAKER, III  
COUNTY EXECUTIVE

PRINCE GEORGE'S COUNTY POLICE DEPARTMENT  
7600 BARLOWE ROAD  
PALMER PARK, MARYLAND 20785



HENRY P. STAWINSKI, III  
CHIEF OF POLICE

**Memorandum of Understanding Between Prince George's County,  
Maryland and the Fraternal Order of Police, Prince George's  
County Maryland, Lodge 89, Inc.**

This is a side letter of agreement to the current FY2016 collective bargaining agreement between Prince George's County, Maryland (the County) and the Fraternal Order of Police, Prince George's County Maryland, Lodge 89, Inc. (FOP 89). This side letter of agreement also will be effective during subsequent collective bargaining agreements between the County and FOP 89, unless amended by mutual agreement.

**Disciplinary Reports:**

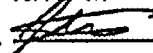
A report of final disciplinary measures administered against members of FOP 89 shall be provided to FOP 89 on a quarterly basis. Reports shall contain the nature of the alleged infractions and any actions taken against the member of FOP 89. Reports shall be anonymized. Reports will be provided to FOP 89 in order to serve as a deterrent, warning officers of the consequences for violations of the General Orders of the Prince George's County Police Department.

Signed this 8<sup>TH</sup> day of SEPTEMBER, 2016

For Prince George's County:

  
Henry P. Stawinski III  
Chief of Police

For FOP 89:

  
John W. Teletchea  
President, FOP 89

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RUSHERN L. BAKER, III  
COUNTY EXECUTIVE

PRINCE GEORGE'S COUNTY POLICE DEPARTMENT  
7600 BARLOWE ROAD  
PALMER PARK, MARYLAND 20785



HENRY P. STAWINSKI, III  
CHIEF OF POLICE

**Memorandum of Understanding Between Prince George's County,  
Maryland and the Fraternal Order of Police, Prince George's  
County Maryland, Lodge 89, Inc.**

This Memorandum of Understanding includes an amendment to the current Fiscal Year 2017 collective bargaining agreement between Prince George's County, Maryland (the County) and the Fraternal Order of Police, Prince George's County Maryland, Lodge 89, Inc. (FOP 89). This Memorandum shall remain part of the collective bargaining agreement in subsequent years unless and until amended by mutual agreement of the parties.

**Administrative Hearing Boards**

Administrative Hearing Boards (AHB) are quasi-judicial proceedings, and shall be conducted according to guidelines published by the Maryland Chiefs of Police Association, Inc., in an atmosphere affording a degree of formality. The AHB shall be open to the public, except in such cases where the personnel information or identity of employees is deemed sensitive or may place them in danger. Any determination to close the AHB shall be that of the Chief of Police.

**One-Member Board:** When a respondent officer rejects summary punishment, a one-member AHB shall be convened. The hearing officer shall be selected by the Chief of Police and hold the rank of Captain or above. In every instance, the AHB Officer shall be at least one rank higher than the respondent. The AHB shall be bound by the range of disciplinary actions authorized for summary punishment by the LEOBR for each charge.

**Three-Member Board:** The Chief may convene a three-member AHB comprised of officers who did not participate in the incident or the subsequent investigation that lead to the hearing board. At least one AHB member shall be of equal rank as the respondent. The second member shall be a Captain. The third member is the Chair, a Major or above, who has completed the disciplinary training seminar.

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The Chief of Police, or his designee, chooses the Chair and the Captain. The respondent chooses the officer of equal rank by lottery. The respondent randomly selects two names:

A primary officer of equal rank

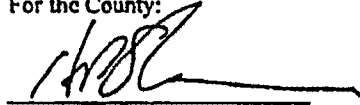
An alternate officer of equal rank

The respondent or representative, and the Director, OPR may strike one name from the officer of equal rank list for any reason. The respondent or representative, and the Director, OPR may strike one additional selection for just cause. Explanations shall be provided to the AHB Coordinator who shall document the reason(s) and then approve or deny the strike.

The report of the AHB shall be received by the Office of the Chief no later than 30 calendar days following the rendering of a verdict.

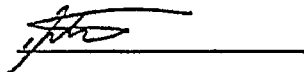
Signed this 29<sup>th</sup> day of September, 2016.

For the County:



Henry P. Stawinski III  
Chief of Police

For FOP 89:



John W. Teletchea  
President, FOP 89

JA  
12/8/18

For administrative purposes, the family is not on the spending roll. Monthly rates for the family were calculated by the state health care agency in the summer of 2000 and reported to the research team.

STEPS:	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P											
YRS OF SRVC	Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-19											
L01-PO																											
Hourly	25,5966	26,3645	27,1554	27,9701	28,8092	29,6735	30,5637	31,4806	32,4250	33,3978	34,3997	35,4317	36,4946	37,5895	38,7172	39,8787											
Bi-Weekly	2,047.73	2,109.16	2,172.43	2,237.61	2,304.74	2,373.88	2,445.09	2,518.45	2,594.00	2,671.82	2,751.98	2,834.53	2,919.57	3,007.16	3,097.37	3,190.29											
Annual	53,141	54,838	56,483	58,178	59,923	61,721	63,572	65,480	67,444	69,467	71,551	73,698	75,909	78,186	80,532	82,948											
STEPS:	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P											
YRS OF SRVC	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23+					
L02-PFC																											
Hourly	27,4197	28,2423	29,0896	29,9623	30,8611	31,7870	32,7406	33,7228	34,7345	35,7403	35,9608	36,5901	37,2305	37,8820	38,5449	39,2195	39,9058	40,6042	41,3147	41,9345	42,5635	43,8404	44,6767				
Bi-Weekly	2,193.58	2,259.38	2,327.17	2,396.98	2,468.88	2,542.96	2,619.25	2,697.82	2,778.76	2,872.39	2,876.87	2,927.21	2,978.44	3,030.56	3,083.59	3,137.56	3,192.46	3,248.33	3,305.18	3,354.76	3,405.08	3,507.23	3,568.61				
Annual	57,033	58,744	60,506	62,322	64,191	66,117	68,100	70,144	72,248	73,512	74,799	76,108	77,439	78,795	80,173	81,577	83,004	84,457	85,935	87,224	88,532	91,188	92,784				
L03-CPL																											
Hourly	29,3127	30,2539	31,1615	32,0963	33,0592	34,0510	35,0725	36,1247	37,2084	37,8596	38,5721	39,1563	39,8882	40,5801	41,2903	42,0129	42,7481	43,4962	44,2574	44,9212	45,5951	46,9629	47,7848				
Bi-Weekly	2,349.81	2,420.31	2,492.92	2,567.71	2,644.74	2,724.08	2,805.80	2,889.98	2,976.68	3,028.77	3,081.77	3,135.70	3,190.58	3,246.41	3,303.22	3,361.03	3,419.85	3,479.70	3,540.59	3,593.70	3,647.60	3,757.03	3,822.78				
Annual	61,095	62,928	64,816	66,760	68,763	70,826	72,951	75,139	77,394	78,748	80,126	81,528	82,955	84,407	85,884	87,387	88,916	90,472	92,055	93,436	94,838	97,683	99,392				
L04-SGT																											
Hourly	32,3100	33,2793	34,2776	35,3060	36,3651	37,4561	38,5798	39,7372	40,9293	41,6455	42,3743	43,1159	43,8704	44,6382	45,4193	46,2142	47,0229	47,8458	48,6831	49,4134	50,1546	51,6592	52,5632				
Bi-Weekly	2,584.80	2,662.34	2,742.21	2,824.48	2,909.21	2,996.49	3,086.38	3,178.97	3,274.34	3,331.64	3,389.95	3,449.27	3,509.63	3,571.05	3,633.55	3,697.13	3,761.83	3,827.66	3,894.65	3,953.07	4,012.36	4,132.74	4,205.06				
Annual	67,205	69,221	71,298	73,436	75,640	77,909	80,246	82,653	85,133	86,623	88,139	89,681	91,251	92,847	94,472	96,126	97,808	99,519	101,261	102,780	104,322	107,451	109,332				
L05-LT																											

51

**Effective March 3, 2019**

SALARY SCHEDULE - POLICE UNIT PERSONNEL  
EFFECTIVE MARCH 3, 2019  
PRINCE GEORGE'S COUNTY, MARYLAND

STEPS:	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
YRS OF SVC	Edut-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17-19
<b>LO1-PO</b>																	
Hourly	25,596	26,495	27,287	28,059	28,896	29,923	30,811	31,780	32,740	34,131	35,150	36,210	37,297	38,415	39,584	40,755	
Bi-Weekly	2,047.73	2,119.40	2,182.98	2,248.47	2,327.17	2,396.98	2,468.89	2,542.95	2,619.25	2,730.56	2,812.48	2,896.86	2,983.76	3,073.27	3,165.47	3,260.44	
Annual	53,241	55,104	56,757	58,460	60,506	62,322	64,191	66,117	68,100	70,995	73,125	75,318	77,578	79,995	82,502	84,771	
<b>STEPS:</b>																	
YRS OF SVC	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	W
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18-23+
<b>LO2-PPC</b>																	
Hourly	27,497	28,394	29,238	30,107	31,165	32,093	33,052	34,050	35,075	36,127	36,759	37,400	38,056	38,726	39,382	40,087	45,595
Bi-Weekly	2,193.58	2,270.35	2,338.46	2,408.62	2,492.92	2,567.71	2,644.74	2,724.08	2,805.80	2,889.98	2,940.55	2,992.01	3,044.37	3,097.65	3,151.86	3,207.01	3,647.60
Annual	57,033	59,029	60,890	62,624	64,816	66,760	68,763	70,826	72,951	75,139	76,454	77,792	79,154	80,539	81,948	83,382	94,838
<b>LO3-CPL</b>																	
Hourly	29,377	30,407	31,318	32,251	33,380	34,384	35,419	36,076	37,576	38,697	39,379	40,060	40,761	41,485	42,243	42,949	48,426
Bi-Weekly	2,349.81	2,432.06	2,505.02	2,580.17	2,670.48	2,750.59	2,833.11	2,918.10	3,005.65	3,095.81	3,148.99	3,205.12	3,261.21	3,318.28	3,376.35	3,435.43	3,907.41
Annual	61,085	63,234	65,131	67,084	69,432	71,515	73,661	75,871	78,147	80,491	81,900	83,333	84,791	86,275	87,785	89,321	99,845
<b>LO4-SGT</b>																	
Hourly	32,310	33,408	34,440	35,473	36,791	37,806	38,952	40,129	41,326	42,595	43,314	44,073	44,846	45,623	46,428	47,237	53,768
Bi-Weekly	2,584.80	2,675.26	2,753.52	2,838.19	2,937.52	3,025.65	3,116.42	3,209.91	3,306.21	3,405.40	3,464.99	3,525.63	3,587.33	3,650.10	3,713.98	3,778.98	4,298.15
Annual	67,205	69,557	71,644	73,793	76,376	78,667	81,027	83,458	85,961	88,540	90,090	91,666	93,270	94,903	96,564	98,253	109,830
<b>LO5-LT</b>																	
Hourly	35,540	36,769	37,884	39,051	40,390	41,607	42,858	44,163	45,464	46,842	47,646	48,474	49,257	50,189	51,067	51,969	59,895
Bi-Weekly	2,843.28	2,942.79	3,031.07	3,122.01	3,211.28	3,328.22	3,428.06	3,530.90	3,636.83	3,745.94	3,811.69	3,878.19	3,946.06	4,015.11	4,085.38	4,156.87	4,777.96
Annual	73,925	76,513	78,608	81,172	84,013	86,534	89,130	91,803	94,558	97,394	99,089	100,833	102,598	104,393	106,220	108,079	126,813

Hourly rates are changes to Wage Scale including addition of 0.5% at all Step B+ and Step E+ and addition of 1.25% at all Step J+. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**Effective January 5, 2020**

**SALARY SCHEDULE - POLICE UNIT PERSONNEL  
EFFECTIVE JANUARY 5, 2020  
PRINCE GEORGES COUNTY, MARYLAND**

STEPS:	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
YRS OF SVC	Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16-17	18-19
LO1-PO																	
Hourly	25,596	26,495	27,419	28,243	29,238	30,259	31,165	32,063	33,052	34,462	35,920	37,068	38,170	39,266	40,434	41,655	
Bi-Weekly	2,047.73	2,119.40	2,193.58	2,259.38	2,338.46	2,420.31	2,495.92	2,571.71	2,644.74	2,757.14	2,843.32	2,960.55	3,049.36	3,140.84	3,235.07	3,332.12	
Annual	53,241	55,104	57,033	58,744	60,800	62,978	64,816	66,760	68,763	71,686	74,732	76,914	79,283	81,652	84,112	86,635	
STEPS:	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
YRS OF SVC	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18-19
LO2-PC																	
Hourly	27,457	28,394	29,377	30,239	31,318	32,407	33,380	34,384	35,419	36,476	37,506	38,228	39,890	40,777	42,428	43,995	45,470
Bi-Weekly	2,193.58	2,270.35	2,349.81	2,420.31	2,505.02	2,582.70	2,670.48	2,759.59	2,831.11	2,918.10	3,005.55	3,058.24	3,111.76	3,166.22	3,221.63	3,278.01	3,335.37
Annual	57,033	59,029	61,095	62,978	65,321	67,410	69,432	71,515	73,651	75,871	78,147	79,514	80,906	82,312	83,762	85,228	86,720
LO3-CP																	
Hourly	29,377	30,407	31,468	32,407	33,540	34,710	35,785	36,813	37,952	39,014	40,245	40,958	41,655	42,957	43,186	43,895	44,661
Bi-Weekly	2,349.81	2,432.06	2,517.18	2,592.70	2,683.44	2,777.36	2,860.68	2,946.59	3,034.90	3,125.94	3,219.72	3,276.07	3,333.40	3,391.73	3,451.09	3,511.48	3,572.93
Annual	61,095	63,234	65,447	67,410	69,769	72,211	74,378	76,569	78,907	81,275	83,713	85,178	86,568	88,185	89,728	91,299	92,896
LO4-SGT																	
Hourly	32,310	33,448	34,612	35,646	36,893	38,187	39,344	40,544	41,728	42,987	44,272	45,049	45,832	46,633	47,455	48,289	49,076
Bi-Weekly	2,584.80	2,675.26	2,768.50	2,851.97	2,951.28	3,055.10	3,146.75	3,241.15	3,338.39	3,438.54	3,541.69	3,603.67	3,666.74	3,730.91	3,796.20	3,862.63	3,930.23
Annual	67,205	69,557	71,991	74,151	76,746	78,433	81,815	84,270	86,798	89,402	92,284	93,696	95,335	97,004	98,701	100,428	102,186
LO5-LT																	
Hourly	35,540	36,789	38,074	39,216	40,590	42,007	43,267	44,568	45,908	47,299	48,693	49,505	50,417	51,300	52,197	53,112	54,046
Bi-Weekly	2,843.28	2,942.79	3,045.79	3,137.16	3,246.96	3,360.61	3,461.42	3,555.27	3,672.23	3,782.38	3,895.86	3,960.04	4,033.41	4,104.00	4,175.82	4,248.89	4,323.25
Annual	73,915	76,513	79,191	81,566	84,421	87,316	89,997	92,697	95,478	98,442	101,292	103,065	104,869	106,704	108,571	110,471	112,404

Hourly rates are changes to Wage Scale including addition of 0.5% at all Step Gs and Step Is, addition of 1.25% at all Step Ks, addition of Step K at 1.75%, and changing Steps J, U, and V to 1.75%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 60 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.





# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-071-2018 **Chapter Number:** 73  
**Draft No.:** 1 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.  
**Proposer(s):** County Executive  
**Sponsor(s):** Glaros, Toles, Harrison, Lehman, Davis, Turner, Taveras, Franklin and Patterson  
**Item Title:** AN ACT CONCERNING COLLECTIVE BARGAINING AGREEMENT -  
FRATERNAL ORDER OF POLICE PRINCE GEORGE'S COUNTY LODGE 89,  
INC. for the purpose of amending the labor agreement by and between Prince  
George's County, Maryland and the Fraternal Order of Police, Prince George's  
County Lodge 89, Inc., to provide for wages and certain other terms and conditions  
of employment for personnel classifications initially certified by the Prince George's  
County Public Employee Relations Board.

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**Drafter:** Joseph Adler, PH.D., Office of Human Resources Management  
**Resource Personnel:** Stephanye R. Maxwell, Esq., CPM, Office of Human Resources Management

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
09/04/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
09/13/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Turner, seconded by Council Member Patterson, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 5 Davis, Taveras, Turner, Lehman and Patterson		
09/25/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Davis, Glaros, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		
10/23/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Toles, seconded by Vice Chair Turner, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

16-233

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

Prince George's County, Maryland and the Fraternal Order of Police, Prince George's County Lodge 89, Inc., have completed labor negotiations on a two-year labor agreement covering Fiscal Years 2019 and 2020. This bill is to adopt and approve the referenced collective bargaining agreement in accordance with Section 16-233(f) of the Prince George's County Code.

A fiscal impact statement will be provided by the Office of Management and Budget.

**NOTE: Retroactively effective to July 1, 2018.**

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**Document(s):** B2018071, CB-71-2018 AIS, CB-71-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-71-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY and FISCAL MANAGEMENT

**Date:** 9/13/18

**Action:** FAV

---

**REPORT:** Favorable, 5-0 In Favor: Council Members Davis, Lehman, Patterson, Taveras, and Turner.

CB-71-2018 is a bill which approves the Collective Bargaining Agreement between Prince George's County and the Maryland and Fraternal Order of Police, Lodge 89. CR-54-2018 is a companion Resolution which approves the salary plan for the agreement.

This agreement covers, Sworn, Union employees in the Police Department. This agreement covers and carries forth many of the terms and conditions of the County's previous labor agreements with the Fraternal Order of Police. The new agreement contains a number of modifications that are listed in the Settlement Summary, which is attached to this report. Major wage modifications include the following:

- No COLA for FY19
- 1.5% COLA for FY20, effective the first full pay period in March 2020
- Merit increases for those eligible to receive it on their anniversary dates in FY19 & FY20
- Restructure of Wage Scale as follows:
  - Eliminate entry level Step A at the rank of L01 Police Officer in September 2018. Add two steps to the top of the pay scale for officers who have completed 23 and 24 years of service (to encourage experienced officers to remain active for additional years.) Increase pay for a limited number of steps so that their merit steps each year are closer to the standard 3.5% received by all other eligible County employees.
- Increase in Shift Differentials
- Increase in Clothing Allowance
- Effective the first full pay period in September 2018, employee contribution to the retirement trust fund is as follows:
  - For officers hired on or before July 1, 2013:
    - ten percent (10%) for the first five (5) years of service of employment;
    - nine percent (9%) for the next five (5) years of employment; and
    - after ten years of service, seven and 35/100ths percent (7.35%), further adjusted to seven and 70/100ths percent (7.70%), effective the first full pay period in January 2020.
- Retired bargaining unit members will receive a \$10 increase (to \$45.00) in their pension payment
- Establish a cost-neutral Deferred Retirement Option Program (DROP) for Police Pension Plan participants effective on January 1, 2019

Joe Adler, Labor Negotiator, Office of Human Resources Management, provided the Committee an overview of the terms and conditions of the contract.

The Office of Law reports CB-71-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports that CB-71-2018 will have a negative impact on the County of \$4,689,113.

After discussion, the Public Safety and Fiscal Management Committee voted CB-71-2018 out favorably, 5-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-72-2018

Chapter No. 74

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Glaros, Toles, Harrison, Davis, Turner, Taveras,

Franklin, Patterson and Lehman

Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement - Council 67,

3 American Federation of State, County and Municipal Employees (AFSCME),

4 AFL-CIO, and its affiliated Local 241 (School Crossing Guards)

5 For the purpose of amending the labor agreement by and between Prince George's County,

6 Maryland and Council 67, American Federation of State, County and Municipal Employees

7 (AFSCME), AFL-CIO, and its affiliated Local 241 to provide for wages and certain other terms

8 and conditions of employment for personnel classifications certified by the Prince George's

9 County Public Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Section 233(f)(15),

13 The Prince George's County Code

14 (2015 Edition; 2017 Supplement).

15 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,

16 Maryland, that Section 16-233(f)(15) of the Prince George's County Code be and the same is

17 hereby repealed and reenacted with the following amendments:

18 SUBTITLE 16. PERSONNEL.

19 DIVISION 19. COLLECTIVE BARGAINING.

20 Sec. 16-233. General.

21 \* \* \* \* \*

(f) The following collective bargaining agreements are hereby adopted and approved:

\* \* \* \* \*

**(15) Declaration of Approval - Local 241, American Federation of State, County and Municipal Employees, AFL-CIO (School Crossing Guards).**

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 241, on August 14, 2018, hereby approves said agreement for School Crossing Guards in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

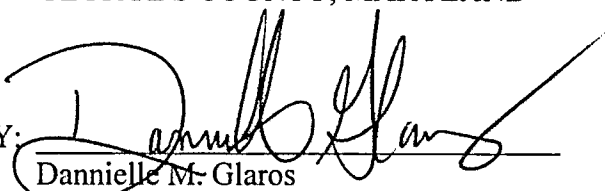
SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) . calendar days after it becomes law and that the Agreement, unless otherwise stated in a specific provision, shall be retroactively effective to July 1, 2018.

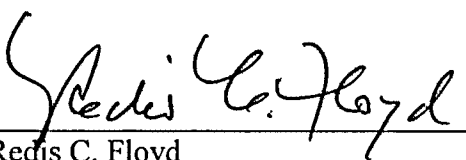
Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

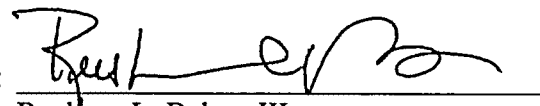
ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 11/14/2018

BY:

  
Rushern L. Baker, III  
County Executive

**AGREEMENT**  
**MADE BY**  
**AND BETWEEN**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**AND**  
**COUNCIL 67,**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**  
**AND ITS AFFILIATED LOCAL 241**  
**JULY 1, 2018 THROUGH JUNE 30, 2020**

## TABLE OF CONTENTS

<b>PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE 1 - RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 2 - UNION SECURITY.....</b>	<b>1</b>
SECTION 2.01 UNION SECURITY .....	1
SECTION 2.02 CHECK OFF OF UNION DUES .....	1
SECTION 2.03 UNION COMMUNICATIONS.....	2
SECTION 2.04 HOLD HARMLESS .....	2
<b>ARTICLE 3 - DISCIPLINE, SUSPENSION &amp; DISCHARGE.....</b>	<b>2</b>
SECTION 3.01 DISCIPLINE.....	3
SECTION 3.02 DISCHARGE AND SUSPENSION .....	3
<b>ARTICLE 4 - GRIEVANCES AND ARBITRATION.....</b>	<b>4</b>
SECTION 4.01 DEFINITION .....	4
SECTION 4.02 GRIEVANCE PROCEDURE.....	4
SECTION 4.03 ONLY PROCEDURE.....	5
SECTION 4.04 AUTHORITY OF ARBITRATOR.....	5
SECTION 4.05 COPIES OF ANSWERS.....	5
SECTION 4.06 ARBITRABLE GRIEVANCES .....	5
SECTION 4.07 DAYS DEFINED.....	5
SECTION 4.08 TIME OFF FOR PROCESSING GRIEVANCES .....	5
SECTION 4.09 DISCHARGE, SUSPENSION OR DEMOTION.....	6
SECTION 4.10 TIME LIMITS FOR PROCESSING GRIEVANCES .....	6
<b>ARTICLE 5 - UNION STEWARDS AND UNION REPRESENTATIVES.....</b>	<b>6</b>
SECTION 5.01 RECOGNITION .....	6
SECTION 5.02 STEWARDS .....	6
SECTION 5.03 STEWARDS LIST.....	7
SECTION 5.04 MANAGEMENT LIST .....	7
SECTION 5.05 STEWARDS' RESPONSIBILITY .....	7
SECTION 5.06 UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES .....	7
<b>ARTICLE 6 - NON DISCRIMINATION.....</b>	<b>8</b>
<b>ARTICLE 7 - SENIORITY .....</b>	<b>8</b>
<b>ARTICLE 8 - WORK ASSIGNMENTS.....</b>	<b>9</b>
SECTION 8.01 REGULAR ASSIGNMENTS .....	9
SECTION 8.02 GENERAL PROCEDURE FOR FILLING VACANCIES .....	10
SECTION 8.03 JOB LOSS DUE TO SCHOOL CLOSING OR SCHOOL TIME CHANGES.....	13
SECTION 8.04 SPECIALTY ASSIGNMENTS .....	13
SECTION 8.05 SCHOOL LOCKDOWNS .....	14
SECTION 8.06 BACK-TO-SCHOOL MEETING.....	14
SECTION 8.07 CPR .....	14
SECTION 8.08 UPDATED CHANGES .....	14

SECTION 8.09 DRUG TESTING.....	14
SECTION 8.10 TEMPORARY ASSIGNMENTS .....	14
<b>ARTICLE 9 - HOLIDAY ADMINISTRATION .....</b>	<b>15</b>
SECTION 9.01 ELIGIBILITY REQUIREMENTS .....	15
SECTION 9.02 HOLIDAY PAY.....	15
SECTION 9.03 HOLIDAY WORK .....	15
SECTION 9.04 HOLIDAYS RECOGNIZED AND OBSERVED .....	15
<b>ARTICLE 10 - INCLEMENT WEATHER AND HIGH SCHOOL GRADUATION PAY</b>	<b>15</b>
<b>ARTICLE 11 - ANNUAL LEAVE AND VACATIONS .....</b>	<b>16</b>
SECTION 11.01 EARNED ANNUAL LEAVE.....	16
SECTION 11.02 RATE OF PAY FOR ANNUAL LEAVE .....	16
SECTION 11.03 CHOICE OF ANNUAL LEAVE.....	16
SECTION 11.04 PAYMENT FOR ACCUMULATED ANNUAL LEAVE UPON TERMINATION OF EMPLOYMENT .....	16
SECTION 11.05 PAYMENT FOR ANNUAL LEAVE AT THE END OF THE WORK YEAR .....	16
SECTION 11.06 SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION.....	17
<b>ARTICLE 12 - SICK LEAVE .....</b>	<b>18</b>
SECTION 12.01 EARNED SICK LEAVE .....	18
SECTION 12.02 ACCUMULATION .....	18
SECTION 12.03 USE OF SICK LEAVE.....	18
SECTION 12.04 REQUESTS FOR SICK LEAVE.....	18
SECTION 12.05 SICK LEAVE BANK .....	18
SECTION 12.06 DISABILITY LEAVE .....	19
<b>ARTICLE 13 - UNION BUSINESS LEAVE .....</b>	<b>19</b>
<b>ARTICLE 14 - BEREAVEMENT LEAVE.....</b>	<b>20</b>
<b>ARTICLE 15 - JURY DUTY .....</b>	<b>20</b>
<b>ARTICLE 16 - LEAVE OF ABSENCE.....</b>	<b>20</b>
<b>ARTICLE 17 - FAMILY AND MEDICAL LEAVE.....</b>	<b>20</b>
<b>ARTICLE 18 - PERSONAL LEAVE .....</b>	<b>20</b>
<b>ARTICLE 19 - BLOOD DONATION LEAVE.....</b>	<b>21</b>
<b>ARTICLE 20 - CIVIC DUTY LEAVE.....</b>	<b>21</b>
<b>ARTICLE 21 - CONTRACTING OUT.....</b>	<b>21</b>
<b>ARTICLE 22 - NO ILLEGAL STRIKE OR LOCKOUT .....</b>	<b>21</b>
<b>ARTICLE 23 - MANAGEMENT RIGHTS .....</b>	<b>21</b>
<b>ARTICLE 24 - RULES AND REGULATIONS .....</b>	<b>22</b>
<b>ARTICLE 25 - LABOR-MANAGEMENT COMMITTEE .....</b>	<b>22</b>
<b>ARTICLE 26 - WAGES.....</b>	<b>22</b>

SECTION 26.01 WAGE ADJUSTMENTS .....	22
SECTION 26.02 P.E.O.P.L.E. DEDUCTION.....	23
SECTION 26.03 UNION SPONSORED INSURANCE DEDUCTION .....	23
SECTION 26.04 PREMIUM PAY .....	23
<b>ARTICLE 27 - HEALTH AND WELFARE (BENEFLEX PROGRAM) .....</b>	<b>24</b>
SECTION 27.01 GROUP HEALTH INSURANCE .....	24
SECTION 27.02 PREPAID GROUP HEALTH PLANS .....	24
SECTION 27.03 HEALTH INSURANCE CREDIT .....	24
SECTION 27.04 PRESCRIPTION AND OPTICAL PLANS .....	24
SECTION 27.05 DENTAL PLANS .....	24
SECTION 27.06 LONG TERM DISABILITY .....	24
SECTION 27.07 FLEXIBLE SPENDING ACCOUNT.....	25
SECTION 27.08 GROUP LIFE INSURANCE UNDER THE BENEFLEX PROGRAM.....	25
SECTION 27.09 HEALTH CARE AND LIFE INSURANCE.....	25
SECTION 27.10 HEALTH CARE BENEFITS COMMITTEE.....	25
<b>ARTICLE 28 - UNIFORMS .....</b>	<b>25</b>
SECTION 28.01 UNIFORM ISSUE .....	25
SECTION 28.02 UNIFORM ALLOWANCE.....	26
SECTION 28.03 EQUIPMENT.....	26
<b>ARTICLE 29 - SUPPLEMENTAL RETIREMENT BENEFIT .....</b>	<b>26</b>
SECTION 29.01 BENEFIT ACCRUAL AND AMOUNTS.....	26
SECTION 29.02 VESTING.....	27
SECTION 29.03 BENEFIT PAYMENT .....	27
SECTION 29.04 FUNDING.....	27
SECTION 29.05 DEFINITIONS .....	28
SECTION 29.06 IRS PICKUP PLAN.....	28
<b>ARTICLE 30 - GENERAL PROVISIONS .....</b>	<b>28</b>
SECTION 30.01 GENDER CLARIFICATION.....	28
SECTION 30.02 CONTRACT PRINTING.....	29
<b>ARTICLE 31 - SAVINGS CLAUSE.....</b>	<b>29</b>
<b>ARTICLE 32 - DURATION .....</b>	<b>29</b>
<b>ATTACHMENT A - MIN-MAX SYSTEM.....</b>	<b>31</b>
<b>ATTACHMENT B - CROSSING GUARD SENIORITY LIST .....</b>	<b>32</b>
<b>ATTACHMENT C – SCHEDULED PAY RATES.....</b>	<b>37</b>
<b>ATTACHMENT D - PUBLIC EMPLOYEE RELATIONS BOARD (PERB) CERTIFICATION LIST.....</b>	<b>39</b>

## **PREAMBLE**

A. This Collective Bargaining Agreement (hereinafter referred to as the "Agreement") is entered into by and between Prince George's County, Maryland (hereinafter referred to as the "Employer") and Council 67 of the American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 241 (hereinafter referred to as the "Union") and has as its purpose the promotion of harmonious relations between the Employer and the Union; 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 conditions of employment for the employees covered hereunder.

B. Anything not covered specifically by this Agreement shall be administered in accordance with County Personnel Laws.

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees known as permanent, part-time "School Crossing Guards" as described in Attachment "B", members of the bargaining unit of Crossing Guards represented by Local 241 for the purpose of negotiating matters of wages, hours and other terms and conditions of employment.

## **ARTICLE 2 - UNION SECURITY**

### **SECTION 2.01 UNION SECURITY**

All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to Section 2.02, remain members of the Union for the duration of this Agreement. All permanent, part-time employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union.

### **SECTION 2.02 CHECK OFF OF UNION DUES**

A. 1. The Union, upon the presentation of dues deduction authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues deducted from their paychecks on a biweekly basis and remitted to the Union. 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.

2. For those employees who become members of the Union and who properly execute payroll deduction authorization cards, the Employer agrees to withhold from their pay check each pay period the regular Union dues, P.E.O.P.L.E deductions, Union authorized supplemental insurance, or other Union authorized deductions in the amount certified to the Employer by the Union. The Union will remit this data using electronic processes as defined by the Employer. Such withholdings are to be transmitted via electronic fund transfer to the account authorized by the comptroller of AFSCME Council 67, on a biweekly basis and remitted to the Union. The

Union will use the Employer's electronic process to notify the Employer at least 30 days prior to any change in such dues. Membership lists and bargaining unit lists shall be remitted monthly via email, in excel format, to an email authorized by the Comptroller of AFSCME Council 67.

B. Council 67 will provide to any bargaining unit employee who so requests, its procedure that demonstrates to that employee the Union's compliance with applicable U.S. Supreme Court decisions concerning service fees.

C. No deductions of Union dues will be made from the paychecks of employees when schools are closed for summer vacation, but dues deductions will resume beginning with the first paycheck in the new school year.

## **SECTION 2.03 UNION COMMUNICATIONS**

A. The County agrees to provide suitable bulletin board space on existing or new bulletin boards, in convenient places for posting of official Union notices. The parties agree that the usage of such bulletin boards will be to keep the members of the Union informed of its representation activities.

B. The Department's interoffice mail may be used for distribution of official Union communications. The Union shall also be permitted reasonable use of the County facsimile machines and occasional usage of the telephone system. The Union agrees to pay for the cost of copies if County equipment is used or provide replacement paper in lieu of payment.

C. An official mailbox may be maintained at the Special Operations Division.

D. The County will allow the Union a reasonable opportunity to meet with new employees covered by this Agreement at the conclusion of new employee orientation for the purpose of briefing the employees on this Agreement and the Union's programs and benefits. The County will notify the Union in writing at least one (1) week before the orientation date of the names of the new employees scheduled to attend. If necessary, reasonable time off from work will be granted to the Union representative to meet with the new employees.

## **SECTION 2.04 HOLD HARMLESS**

The Union shall indemnify and hold the County harmless of any and all claims, grievances, actions, suits, or other forms of liability or damages that arise out of or by reason of any action taken by the County for the purpose of complying with any provision of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the County to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67. The County will work with the Union to correct any errors made in the administration of this Article.

## **ARTICLE 3 - DISCIPLINE, SUSPENSION & DISCHARGE**

The following provisions are effective July 1, 2012:

### **SECTION 3.01 DISCIPLINE**

1. Employees shall only be disciplined for just cause.
2. The Employer agrees to follow a progressive disciplinary policy utilizing methods permitted by the Personnel Law; provided, however, that the parties also recognize and agree that the initial disciplinary action should be consistent with the severity of the offense.
3. Administrative charges may not be brought against an employee unless filed within ninety (90) days from the latest of:
  - a. The date of the incident
  - b. The date management knew or should have known
  - c. Termination of relevant court proceedings
  - d. Termination of the employee's incarceration
  - e. Any other extenuating circumstances which prevents the employee from being available.
4. If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or in public.
5. Any disciplinary action, above a written reprimand, may be processed through the grievance procedure specified in this Agreement.
6. The Local President and Labor Relations Specialist shall receive copies of all written disciplinary actions and intended actions.
7. Employees covered by this Agreement shall have Union representation when an employee is being questioned regarding any incident that is reasonably anticipated to lead to an adverse action being taken against the employee.
8. The Department agrees to provide a copy of the referenced Personnel Law when an employee receives a notice of intent to discipline.

### **SECTION 3.02 DISCHARGE AND SUSPENSION**

1. The Employer shall not discharge any employee without just cause. If in any case the Employer feels that there is just cause for discharge, the Employee involved and the Union shall be notified at least forty-eight (48) hours in advance of such action.
2. Pending the investigation of charges which may result in the suspension or discharge of an Employee or upon notice of intent to suspend or discharge an Employee, the Employer may, in its discretion, place the Employee on administrative leave in lieu of the measures available under the Personnel Law.
3. The Union shall have the right to take up the suspension and/or discharge at the department head level of the grievance procedure. Where an employee is suspended or

discharged, the Employee shall be granted the opportunity to have a Union representative present if the Employee requests that one be present.

4. All suspension days must be consecutive workdays. Weekends and holidays are excluded in the calculation of time.

## **ARTICLE 4 - GRIEVANCES AND ARBITRATION**

### **SECTION 4.01 DEFINITION**

A grievance is a complaint or dispute between the parties or between the Employer and the Employee, including a complaint or dispute involving the application, meaning or interpretation of the provisions of this Agreement. It is the intention of the parties to avoid filing unnecessary grievances. The parties shall attempt to resolve the Employee's problem prior to the filing of a formal written grievance.

### **SECTION 4.02 GRIEVANCE PROCEDURE**

A. Step 1. Within ten (10) days after the event giving rise to the grievance, or within ten (10) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved and if the employee desires, the Union Steward, may submit the grievance in writing to the employee's Division Commander or designee. The Division Commander or designee shall attempt to adjust the matter and shall respond in writing to the employee within three (3) days.

B. Step 2. If the grievance has not been settled at Step 1, a written appeal signed by the employee and the Labor Relations Specialist may be filed with the Chief of Police within five (5) days after receipt of the Step 1 answer or after the answer was due. The Police Chief or the Police Chief's designee shall meet with the employee and the employee's accredited Union Steward within five (5) days of the receipt of the written appeal. Within five (5) days of hearing the grievance, the Police Chief shall answer the grievance in writing, giving a reason for the answer if the grievance is denied.

C. Step 3. If the grievance is not settled at Step 2, a written appeal signed by the employee and the employee's Union representative may be filed with the Chief Labor Negotiator within five (5) days after receipt of the Police Chief's written answer. Within ten (10) days thereafter, the Chief Labor Negotiator or designee shall meet with the employee and a committee including the employee's accredited Union Steward, the Union President and/or representatives of the Council and/or International Union. Within ten (10) days thereafter, the Chief Labor Negotiator shall answer the grievance in writing, giving a reason for the answer, if the grievance is denied.

D. Step 4. If the grievance is not settled at Step 3, the Union may request in writing arbitration, giving written notice to the Employer within ten (10) days after the answer of the Chief Labor Negotiator in Step 3 is due. The arbitration proceedings shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties are unable to select an Arbitrator, the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) shall be requested to

provide a panel of five (5) arbitrators from which the Arbitrator shall be selected according to the procedure specified by the board. The decision of the Arbitrator shall be final and binding on the parties. Expenses for the Arbitrator's service and the proceeding shall be borne equally by the Employer and the Union.

E. The Union has the right to file grievances on behalf of its membership as a whole.

#### **SECTION 4.03 ONLY PROCEDURE**

The provisions of the procedure shall be the only procedure applicable to employees covered by this Agreement for resolution of grievances as defined herein.

#### **SECTION 4.04 AUTHORITY OF ARBITRATOR**

Authority of the Arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement.

#### **SECTION 4.05 COPIES OF ANSWERS**

A. The grievant and appropriate Union officials shall be provided copies of answers to grievances as follows:

1. President;
2. Labor Relations Specialist; and
3. Council 67 Representative.

#### **SECTION 4.06 ARBITRABLE GRIEVANCES**

Only grievances arising as a result of disputes concerning the meaning, interpretation, or application of this Agreement shall be subject to Step 4 arbitration.

#### **SECTION 4.07 DAYS DEFINED**

The term days as used herein shall be construed to mean "workdays," that is, Monday through Friday excluding days when public and/or private schools are closed, as assigned.

#### **SECTION 4.08 TIME OFF FOR PROCESSING GRIEVANCES**

After notice to the officer in charge, Crossing Guard Unit, a Union Steward and aggrieved employee(s) shall be granted reasonable time off with pay during working hours where he/she is engaged in processing and investigating a grievance, provided, however, there is the least disruption of the Employer's operation.

## **SECTION 4.09 DISCHARGE, SUSPENSION OR DEMOTION**

A grievance involving discharge, suspension or demotion may be initiated at Step 3 of the grievance procedure.

## **SECTION 4.10 TIME LIMITS FOR PROCESSING GRIEVANCES**

Time limits for the processing of grievances are intended to expedite grievance handling and may be extended only upon mutual agreement. Failure of the aggrieved person, absent consent of the Employer to comply with the time limits imposed at each step of the grievance procedure, shall be construed as a forfeiture of the right to proceed further. Failure of the Employer to respond within the time limits at any step permits the aggrieved person to proceed to the next step of the grievance procedure.

## **ARTICLE 5 - UNION STEWARDS AND UNION REPRESENTATIVES**

### **SECTION 5.01 RECOGNITION**

A. The County recognizes and shall deal with the appropriate accredited Union Stewards, alternate Stewards, Labor Relations Specialist and Union representatives as designated by the Union. Local Union Stewards may participate in all steps of the grievance procedure. Council 67 representatives and the President of Local 241 may participate in grievance proceedings at levels above Step 2.

B. Union Representative means any person designated or elected by the Union, including Stewards, Union President, Union Officers or Board Members, designated full time paid Union representatives and the AFSCME International or Council Representatives, Officers and Board Members.

C. AFSCME Locals 241, 1170, 2462, 2735, 3389, and Council 67 shall appoint one bargaining unit member from all of the units represented by AFSCME to serve as the Labor Relations Specialist for all of the employees in those units. The Union agrees to indemnify and hold the County harmless if grant funding of the Labor Relations Specialist is disallowed by audit. The Labor Relations Specialist shall be a County employee on payroll status and shall be responsible for labor relations activities associated with this Agreement. Furthermore he/she shall be responsible for coordinating and processing of grievances for Local 241 and shall conduct activities to avoid overlapping or duplicating services of any other union representative(s). These activities shall be conducted without disrupting the work of any County employee who is not directly involved.

### **SECTION 5.02 STEWARDS**

There shall be six (6) Stewards, at least one (1) from each designated district. Union Stewards shall be responsible for representing the Union and members of the bargaining unit, meeting with Management and in resolution of grievances, as provided in the grievance procedure, and in other matters in which unit members shall be entitled to union representation. Stewards shall also be responsible for posting official Union notices.

### **SECTION 5.03 STEWARDS LIST**

The Union shall prepare, keep current and give a list of accredited Stewards and staff representatives and their work locations or revisions thereto to the Agency where the Steward is employed and to the Office of Human Resources Management. The list may also include one (1) alternate Steward for each district who shall serve only in the absence of the accredited Steward.

### **SECTION 5.04 MANAGEMENT LIST**

The Employer shall prepare, keep current, and give to the Union a list of Management Officials and their work locations with whom the Union is to deal. The Union President shall have the authority to proceed to any level of personnel within the Police Department to conduct Union business for the Local and his/her membership. This provision does not apply to the processing of formal Union grievances.

### **SECTION 5.05 STEWARDS' RESPONSIBILITY**

Union Stewards shall be responsible for representing the Union and members of the bargaining unit in meetings with Management and in the resolution of grievances, as provided in the grievance procedure, and in other matters in which bargaining unit members may be entitled to Union representation.

### **SECTION 5.06 UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

A. The Employer agrees that during working hours on the Employer's premises, designated Union Representatives shall be allowed to:

1. Post official Union notices at designated district police stations.
2. Transmit communications, authorized by the Union, to the Employer or his representatives.
3. Consult with the Employer or his representative concerning the enforcement of any provisions of this Agreement.
4. Investigate and process grievances.

B. At the request of the Local Union President, the Police Department will, in its discretion, make available to bargaining unit employees, at the time and locations that their paychecks are normally distributed, communications from the Union in envelopes individually addressed by the Union; provided, however, that such communications are not detrimental to the Police Department and that the Department will not be responsible for envelopes not picked up by employees.

## **ARTICLE 6 - NON DISCRIMINATION**

A. 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 the Union. The Union shall share equally with the County the responsibility for applying this Article.

B. The provisions of this Article shall be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance shall not be subject to arbitration, but shall be referred to the appropriate governmental agency having jurisdiction.

C. The County agrees to provide the Union with a reasonable number of copies of the Affirmative Action Plan. Additionally, the Employer will provide a copy of the Equal Employment Opportunity complaint procedure to an employee upon his/her request.

D. Administrative leave shall be granted by the employee's Appointing Authority where an employee is subpoenaed to appear before a court, a public body, public agency or commission on matters relating to this Article.

## **ARTICLE 7 - SENIORITY**

A. Seniority shall mean an employee's length of continuous service with the department since the employee's date of employment as a "permanent, part-time crossing guard" (as distinguished from a "relief," "temporary" or "700 hour") within the department. The seniority list for employees hired through June 30, 1996 is attached hereto as Attachment B and thereafter new employees will be added to the list as of the employee's class entry date, that is, from his/her date of hire as a permanent, part-time crossing guard.

B. Seniority shall only be interrupted by a break in continuous service as listed below:

1. Voluntary resignation.

2. Retirement.

3. Discharge for just cause.

4. Failure or refusal to return to work within ten (10) calendar days after being recalled from layoff by certified or registered mail addressed to the employee's last known address shown on the employee's personnel record.

5. Absence of three (3) consecutive workdays without reporting to the County unless the employee can establish justification for such failure to report.

6. Disability termination.

C. Seniority shall continue to accrue during all leaves as specified in this Agreement or any other approved leave.

D. The department shall furnish the Union an updated seniority list as of December 31 of each year, and upon request, an updated seniority list shall be furnished by the department as of June 30 of each year.

E. The department shall furnish the Union with a separate listing as of September 30 and March 31, of any new employees hired in job titles represented by the Union.

## **ARTICLE 8 - WORK ASSIGNMENTS**

### **SECTION 8.01 REGULAR ASSIGNMENTS**

A. The Employer will make reasonable efforts to schedule work assignments so that the employees covered by this Agreement are paid a minimum of four (4) hours a day. The following is the daily regular assignment pay schedule for crossing guards:

1. One (1) Crossing Assignment -- One and one-half (1 ½) hours at their hourly rate of pay.
2. Two (2) Crossing Assignments -- Two and one-half (2 ½) hours at their hourly rate of pay.
3. Three (3) Crossing Assignments -- Four (4) hours at their hourly rate of pay.
4. Four (4) Crossing Assignments -- Five (5) hours at their hourly rate of pay.
5. Five (5) Crossing Assignments -- Six and one-half (6 ½) hours at their hourly rate of pay.
6. Six (6) Crossing Assignments -- Eight (8) hours at their hourly rate of pay.
7. Seven (7) Crossing Assignments -- Nine (9) hours at one and one-half (1 ½) their regular rate of pay.

B. It is recognized, however, that the following principles will be adhered to:

1. Each such employee receives a permanent assignment.
2. Except for regular crossing guards hired on or after May 1, 1995, employees will be reassigned to their permanent assignments (up to five (5) hours a day for employees with twenty (20) or more years of service and up to four (4) hours a day for employees with less than twenty (20) years of service) on a year-to-year basis so long as the reassignment is consistent with school schedules and other operational needs.

3. If the paid hours of an employee's assignment exceed five (5) (twenty (20) or more years) or four (4) (under twenty (20) years) per day, any of the excess hours may be reassigned to another employee covered by this Agreement whose permanent assignment consists of less than four (4) paid hours, so long as the reassignment is consistent with school schedules and other operational needs.

4. Any permanent crossing guard hired on or after May 1, 1995, must be available to work a minimum of four (4) hours a day, that is, work at least three (3) crossing assignments, which specifically must include at least one morning and one afternoon crossing, if they are available.

## **SECTION 8.02 GENERAL PROCEDURE FOR FILLING VACANCIES**

A. By May 15 of each year, letters will be delivered personally or sent by certified mail to all employees requesting them to indicate whether they shall return the following school year to resume their duties or to resign same. Any employee not responding by close of business May 31 each year will have her/his crossings placed on the bid list and will lose their place in seniority that bid year; also, she/he will be placed last in order of seniority to bid. In the case of more than one employee not returning their form, the original Seniority List will be used to place those employees in order. The employer will deliver Relinquish Forms sent by mail to the employees at least fifteen (15) days prior to the first day of public school. This form will be included in each employee's Summer Packet. All School Crossing Guards will receive a current list of vacant crossings created by employees who are known to be retiring and resigning. Returning employees with assignments in excess of five (5) hours (twenty (20) or more years) or four (4) hours per day (under twenty (20) years) during the current school year will also specify any of their hours in excess of five (5) hours (twenty (20) or more years) or of four (4) (under twenty (20) years) to be placed on the bid list for the following school year. Employees may also voluntarily relinquish at that time any or all of their permanent assignments for placement on the bid list. Any guard who begins the bidding process with less than five (5) assigned hours (twenty (20) or more years) or four (4) assigned hours (under twenty (20) years) due to his/her voluntary surrendering of one (1) or more permanent hours will bid at Stage One. Any twenty (20) or more years guard with five (5) hours that will not be bidding but wants to be considered for any of the remaining crossings should inform the supervisor on their relinquish forms.

B. Replies (Relinquish Forms), must be received within two (2) weeks following the receipt of this form. Any employee not responding by the specified date located on the Relinquish Form will have her/his crossings placed on the bid list and will lose their place in seniority that bid year, also she /he will be placed last in order of seniority to bid. In the case of more than one employee not returning their form the original Seniority List will be used to place those employees in order. All relinquish forms shall be submitted by employees in sealed envelopes with the School Crossing Guard's name printed and signed on the front by the employee. The Department will maintain the relinquish forms in confidence before the bid list is prepared.

C. The list of all vacancies for the following new school year, commonly called the bid list, will be reviewed by the Union prior to the final draft of the bid list being sent to the employees. The final draft of the bid list shall be personally delivered or sent by certified mail to all employees not later than the end of September. No changes in the bid list will be allowed on the

day the bidding takes place. A joint committee consisting of an equal number of management and union members shall oversee the bidding process. If management and/or the employee objects to a crossing selected within the bidding process due to time restraints, both parties will seek alternate resources (i.e. Google maps, GPS) to determine adequate arrival time. Notwithstanding, management will have final decision regarding the employee's assignment. The bidding and assignment of school crossings for the new year will take place by means of a two-stage process on the last Saturday in September. New assignments will start on the third (3rd) Monday after the bidding process is completed.

1. Stage One. Individual personal meetings (envelope bidding shall be accepted only for crossing guards on approved medical or bereavement leave as defined in Article 14 of the Collective Bargaining Agreement) with each permanent, part-time crossing guard and the supervisory staff will be scheduled in descending order of seniority for those crossing guards whose permanent assignment for the following year will be less than five (5) hours (twenty (20) or more years) or four (4) hours (less than twenty (20) years) daily. At the request of the Union President, a designated Union representative may be present during the Stage One meetings and will be furnished with a bid list. Those guards will bid on vacancies on the bid list and the employer will attempt to make a permanent assignment of five (5) hours (twenty (20) years or more) or four (4) hours (less than twenty (20) years) per day for the following school year in accordance with Section 8.01, above. As mentioned above in Section 8.01, B.4., all guards hired on or after May 1, 1995 as a permanent, part-time crossing guard (as distinguished from a "relief," "temporary" or "1000 hour") must first take at least one morning and one afternoon crossing, consistent with school schedules if suitable crossings are available, as part of his/her permanent hours. At the end of Stage One, all guards with twenty (20) or more years will have had the opportunity to bid for five (5) permanent hours. All guards with less than twenty (20) years will have had the opportunity to bid for four (4) permanent hours.

2. Stage Two. All permanent school crossing guards with less than twenty (20) years of service will be scheduled for individual meetings with the supervisory staff in descending order of seniority. At the request of the Union President, a designated Union representative may be present during the Stage Two meetings and will be furnished with a bid list. They will bid on remaining vacancies to increase their assigned hours to five (5) hours per day for the following school year.

3. If a guard does not select a permanent assignment of at least four (4) hours, he/she will be given a suitable assignment (or assignments) selected by the officer in charge from the crossings left on the bidding sheet to accommodate the required four (4) hours. Self-imposed limits (for example, all afternoons, mornings, extra jobs, etc.) will not make an otherwise suitable crossing unsuitable. The term "suitable crossing" means one that is available at a location with a commute that will not conflict with other previously selected crossings (any crossings located in Prince George's County).

4. After choosing a fifth (5th) hour during either Stage One or Stage Two, the crossing guard will be asked if he/she is willing to accept (an) additional crossing(s) from crossings that may remain unassigned at the end of Stage Two. Their names, along with the twenty (20) years or more guards that requested it on the relinquish form, will be placed on a list in descending order of seniority. If any crossing on the bid list has not been selected by the end of Stage Two, the

department will make those assignments first from those on the list in descending order of seniority. If any crossings remain unassigned after that, the department will make those assignments with school crossing guards whose permanent assignments are less than four (4) hours per day in ascending order of departmental seniority and subsequently by guards working four (4) hours or more in ascending order of seniority.

D. Appointment to fill any vacancy shall be made by selecting the employee with the greatest departmental seniority who is qualified to fill the vacancy. The County shall be the sole judge of employee qualifications.

E. By the close of their meetings, each crossing guard will be informed of his/her crossings for the upcoming school year and they will subsequently be confirmed in writing by the department. The effective date of the new assignments will be the third (3rd) Monday after the bidding process is completed. There will be no trading of assignments before or after the bidding has been completed. A listing of all assignments will be subsequently forwarded to the Union.

F. A vacancy is a permanent opening of an established crossing that has been vacated by a permanent, part-time employee via termination, transfer, retirement, promotion or any other related reason for permanently leaving. Any newly opened crossings after the relinquish forms have been turned in (for example, open as a result of a summer quit or a survey) will be placed on the bid list for the subsequent school year. All vacancies, including new openings and reopened crossings, occurring after the bid and assignment process for the new school year until the beginning of the following school year shall not be subject to the bid and assignment process described above. The department will attempt to fill these vacancies first with school crossing guards whose permanent assignments are less than four (4) hours per day in descending order of their seniority, and subsequently by guards working four (4) hours or more in descending order of seniority. The name(s) of the employee(s) selected for the assignment(s) will be posted in the Crossing Guards Office, and a copy of the notice will be sent to the Union President. Any Crossing Guard who believes he/she was entitled to that crossing based on seniority should discuss the matter with his/her supervisor. If the matter is still unresolved after discussion with the supervisor, the employee may file a grievance pursuant to Article 4.

G. If temporary guards are not available for relief status work, then relief assignments for the extra hours will be given where possible to guards who have placed their names on a list of guards willing to take such relief assignments with priority given to guards with four (4) hours, then five (5) hours, and so forth. Relief assignments will be divided into crossings and shared where it is reasonable to do so. A copy of this list will be forwarded to the President and Labor Relations Specialist annually at least two (2) weeks after the bidding.

H. Although the safety of the citizens and school children must be the primary consideration, the County will generally not order a permanent guard to accept additional assignments which cause excessive inconvenience or hardship to the employee. This provision is not to be construed as to grant the employees the right to refuse a direct order.

### **SECTION 8.03 JOB LOSS DUE TO SCHOOL CLOSING OR SCHOOL TIME CHANGES**

A. Employees whose permanent assignment will result in less than five (5) hours (twenty (20) or more years) or four (4) hours (less than twenty (20) years) per day because of an announced school closing or time change in the following year shall participate in Stage One of the bid and assignment process as described in Section 8.02, C.1., above.

B. In the event that a school crossing is permanently closed during the school year that results in a permanent, part-time crossing guard's assignment to be less than five (5) hours (twenty (20) or more years) or four (4) hours (less than twenty (20) years) daily, the affected employee shall be allowed to select a comparable crossing from one covered by a guard less than 20 years first, then guards in reverse order of seniority under 20 years first. If a crossing suitable to the affected employee cannot be found, the affected employee must make a selection from the excess hours of a less senior employee. The affected employee shall review six and one-half (6 1/2) hour assignments (in reverse order of seniority) from guards under twenty (20) years first, then six and one-half (6 1/2) hour guards with twenty (20) years or more.

C. If a suitable assignment is not found, the affected employee would then review crossings of guards (in reverse order of seniority under twenty (20) years) making a selection from crossings that were assigned by Management. If a suitable crossing still has not been selected by the affected employee, then and only then, would the fifth (5th) hour received during the bid process be reviewed. This also would be done in reverse order of seniority reviewing crossings of guards under twenty (20) years. If the affected employee is unable to select a comparable crossing after reviewing all options, he or she forfeits the right to make a selection. In such a case, the final determination on the selection of the crossing(s) required to give the employee four (4) hours daily (that is, three (3) crossing assignments) shall be made by Management. Employees losing excess hours as a result of another employee claiming them to maintain their hours shall have the right to regain the crossing under Stage Two of the bid process.

D. All selections made by displaced crossing guards must be approved by Management. In the event that the crossing selected as a replacement by the displaced employee is not practical (within appropriate time frame or distance) approval for the selection may be denied.

E. Whenever possible, guards will be given two (2) full weeks' notice prior to the closing of a crossing, or as soon as change is known by Management.

F. Management shall notify individual School Crossing Guards of any change in school time two (2) weeks prior to opening of school, or as soon as change is known by Management.

### **SECTION 8.04 SPECIALTY ASSIGNMENTS**

Special assignments, as determined by the County, will be made by seniority when possible. This would include any available alternative work assignment that the County determines is available during those time periods when schools are scheduled to be closed. A volunteer sign-up sheet will be posted on the first day of school each year for thirty (30) days that will be used for consideration when making specialty assignments throughout the school year. This sign-up

sheet will also be made available at the back to school night. In addition, only newly hired permanent employees hired after the thirty (30) day posting period will be afforded the opportunity to sign up after the posting period. The Union President will have regular access to this list, and assist the County when tracking and determining the fair distribution of special assignments on this list.

#### **SECTION 8.05 SCHOOL LOCKDOWNS**

In the event a school is placed in lockdown status, once informed, the supervisor will immediately notify the school crossing guard (s) to vacate their post. If the employee has other assignments, the employee shall move to the next assignment during the lockdown.

#### **SECTION 8.06 BACK-TO-SCHOOL MEETING**

All employees covered by this Agreement who attend the required back-to-school meeting shall receive three (3) hours pay at their regular rate of pay as compensation.

#### **SECTION 8.07 CPR**

Since it is mandatory by the Police Department that all guards must be certified in CPR each year, where possible, classes for CPR will be scheduled during the school year during the day, Monday through Friday. Mouth apparatus will be provided to each guard and replaced when needed. Employees who provide proof of certification from a training company or agency that is acceptable to the Employer will not have to retake CPR training. The Employer will not withhold acceptance of such certification unreasonably.

#### **SECTION 8.08 UPDATED CHANGES**

As permanent changes occur, the Department will furnish the Union every two (2) weeks (if necessary) on paydays with updated lists of work locations, times and assigned employees where there is a change that effects the bargaining unit.

#### **SECTION 8.09 DRUG TESTING**

Drug testing will be done according to the rules and procedures governing Police Department employees, except that School Crossing Guards who are notified to take a drug test will be paid for a minimum of four (4) hours if such test is taken during their off-duty time. Testing results will be maintained in confidence. Drug test notification will be made no earlier than by the completion of the Employee's first assignment of the day.

#### **SECTION 8.10 TEMPORARY ASSIGNMENTS**

A. Employees who are required by the Appointing Authority or his/her designee to perform the majority of the duties of a higher job classification for at least ten (10) days shall be compensated starting with the first day at the rate of the higher job classification. No employee shall be required to perform such work for more than one hundred twenty (120) days in any one calendar year.

B. The County shall not schedule work to intentionally circumvent the provisions of this Article.

## **ARTICLE 9 - HOLIDAY ADMINISTRATION**

### **SECTION 9.01 ELIGIBILITY REQUIREMENTS**

Employees covered by this Agreement are eligible for holiday pay provided they are in a pay status during the scheduled workdays occurring immediately before and immediately after the holiday. An employee is in a pay status on any given day if the employee has worked the full day or has taken approved annual or sick leave on that day.

### **SECTION 9.02 HOLIDAY PAY**

Employees who perform no work on a holiday shall be paid for their normal workday at their regular hourly rate of pay.

### **SECTION 9.03 HOLIDAY WORK**

If the employee is required to work a holiday, the employee shall be compensated at the rate of two (2) times the employee's normal hourly pay for each hour worked and will not receive holiday pay as provided in Section 9.02, above.

### **SECTION 9.04 HOLIDAYS RECOGNIZED AND OBSERVED**

The following days shall be recognized and observed as paid holidays: Thanksgiving, County Employees' Appreciation Day, Christmas, New Year's Day, Washington's Birthday, Good Friday, Easter Monday, Police Memorial Day, Memorial Day, Labor Day, Rosh Hashanah\*, Martin Luther King Jr.'s Birthday, General Election Day, in which Congressional Representatives are elected, Veteran's Day, Teachers' Convention Day and the first full Professional Development Day in the academic year. \*The County will recognize Yom Kippur as an alternative holiday if the schools are open on Rosh Hashanah but closed on Yom Kippur.

## **ARTICLE 10 - INCLEMENT WEATHER AND HIGH SCHOOL GRADUATION PAY**

A. Employees who are unable to work because all schools are closed for the entire day due to extreme inclement weather conditions will receive pay for their permanently assigned hours for up to five (5) inclement weather days during the school year.

B. In the event that the number of inclement weather days used in any school year exceeds five (5), the employee shall be given the option to use annual leave time in order to receive a regular pay check. Should any member of the bargaining unit have unused inclement weather days at the end of the school year, unused days shall be converted to sick leave on a two-for-one basis, that is, two (2) hours of unused inclement weather time converts to one (1) hour of sick leave.

C. Employees who are unable to work because of high school graduation will receive their regular pay for that shift.

## **ARTICLE 11 - ANNUAL LEAVE AND VACATIONS**

### **SECTION 11.01 EARNED ANNUAL LEAVE**

A. Bargaining unit employees with up to four (4) years of service shall earn one and one-half (1 1/2) hours of annual leave for every twenty (20) hours reported. Employees with four (4) through fifteen (15) years of service will earn annual leave at the rate of two (2) hours for every twenty (20) hours reported. Employees with fifteen (15) or more years of service will earn annual leave at the rate of two and one-half (2 1/2) hours for every twenty (20) hours reported.

B. A maximum of three hundred sixty (360) hours of accumulated annual leave may be carried over by employees covered by this Agreement. Any annual leave in excess of three hundred sixty (360) hours will be converted to sick leave at the end of the leave year.

### **SECTION 11.02 RATE OF PAY FOR ANNUAL LEAVE**

The rate of pay while an employee is on annual leave shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's leave.

### **SECTION 11.03 CHOICE OF ANNUAL LEAVE**

Annual leave shall be requested as far in advance as possible; and acted upon within five (5) working days after the request; provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for the leave. Upon request, annual leave shall be granted based upon the Employer's operational needs. If the nature of the Employer's operations makes it necessary to limit the number of employees on vacation at one time, the employee with the greater seniority will be given the choice of vacation periods in the event of any conflict over vacation periods.

### **SECTION 11.04 PAYMENT FOR ACCUMULATED ANNUAL LEAVE UPON TERMINATION OF EMPLOYMENT**

An employee who terminates employment after at least ninety (90) days of service shall receive, at the time of final separation, a lump sum payment of all annual leave accrued.

### **SECTION 11.05 PAYMENT FOR ANNUAL LEAVE AT THE END OF THE WORK YEAR**

A. Each employee may elect to be paid at the end of the work year, and at the appropriate annual rate for up to three hundred sixty (360) hours of his/her annual leave accrued through the pay period in which April 30 falls. The Employer will make reasonable efforts to distribute annual leave payment checks at the same time that the last paychecks for the school year are distributed. In lieu of payment for their annual leave at the end of the school year, employees

may elect to carry over all or a portion of their accrued annual leave balances to the following school year. Employees who wish to carry over annual leave must notify the Police Department, in writing, of the amount of annual leave they wish to carry over before April 30 of each year.

B. Annual leave checks will be distributed one pay period after the last paycheck for the school year.

#### **SECTION 11.06 SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION**

A. The annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, with proper notice of separation as determined by the employee's Appointing Authority, 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. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, 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 limitation:

The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in Fiscal Year 1996, or three hundred sixty (360) hours, whichever is greater.

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 Fiscal Year 1996, 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 June 30, 1996. Sick leave earned beginning the first pay period of Fiscal Year 1997 is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

5. 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.

6. 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

shall forfeit any sick leave hours accumulated at the time of the employee's separation.

7. Upon retirement, an employee shall be entitled to receive credit on an actuarial equivalent basis for unused sick leave for which an authorized cash payment has not been elected as creditable service in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, and the terms of any applicable County-sponsored pension plan.

## **ARTICLE 12 - SICK LEAVE**

### **SECTION 12.01 EARNED SICK LEAVE**

Bargaining unit employees shall earn one (1) hour of sick leave for each twenty (20) hours reported.

### **SECTION 12.02 ACCUMULATION**

There shall be no limit on the amount of sick leave an employee may accumulate.

### **SECTION 12.03 USE OF SICK LEAVE**

Sick leave shall be allowed in case of actual sickness or disability of the employee which incapacitates the employee so that the employee is unable to perform the regular duties of employment; or of actual sickness or disability of a member of the employee's household or illness of the employee's family outside of the employee household (provided the term "family" shall include those persons listed in Article 14 (Bereavement Leave), below); or because of necessary employee appointments with physicians, dentists, or optometrists. The Employer may require proof of the reason for which sick leave was taken when the Employer has reasonable cause to believe that an employee may be abusing sick leave privileges. Prior to that, the employee will be given verbal or written notice that the employer suspects leave abuse.

### **SECTION 12.04 REQUESTS FOR SICK LEAVE**

A. Request for use of sick leave for physician, dentist, or optometrist appointments shall be made to the Employer in advance. Request for sick leave in all other cases shall be made in advance whenever it is possible, no later than within the first (1st) hour of the start of the employee's workday.

B. Employees covered under this Agreement, who provide up-to-date medical documentation (biweekly) stating that the employee cannot perform their regular assignments will be provided light duty assignments when such assignments are available within the Department.

### **SECTION 12.05 SICK LEAVE BANK**

A. The Union shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual leave by employees covered by this Agreement. This leave may then be transferred from the bank to the sick leave account

of another employee covered by this Agreement with a zero (0) leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave under Article 14.

B. The administration of this sick leave bank shall be the responsibility of the Union. The County agrees to maintain the records of the sick leave bank and shall only be required to transfer sick leave from the bank to the account of an eligible employee upon receiving proper written authorization from the Union that the sick leave is to be transferred and after verification that the receiving employee has met all the necessary conditions of eligibility.

## **SECTION 12.06 DISABILITY LEAVE**

In accordance with Personnel Law Section 16-224, and Administrative Procedure 284, employees who are eligible for disability leave will be granted up to one hundred eighty (180) days.

## **ARTICLE 13 - UNION BUSINESS LEAVE**

A. The Employer will grant approved administrative leave without loss of pay to employees officially designated as delegates to regularly scheduled Union conventions and conferences, provided that administrative leave for up to two (2) delegates may not exceed four (4) days for any delegate to a Council 67 convention or five (5) days for any delegate to AFSCME's international conventions. These conventions are held in alternate years. If the scheduled convention or conference exceeds four (4) or five (5) days, as the case may be, use of annual leave may be granted to fulfill attendance requirements. Approval of annual leave will not be unreasonably withheld. All time spent during non-working hours on Union business by an employee while attending meetings scheduled by the County, to which the employee was specifically invited to attend, shall be compensated with compensatory leave at the straight time rate.

B. Employees covered by the Agreement who are selected by their bargaining unit to serve as a Shop Steward shall be approved for not more than seven (7) days union leave for the initial Shop Steward training. Additionally, employees covered by this Agreement shall be approved for not more than seven (7) days union leave per calendar year to attend official Union sponsored training classes.

C. Up to five (5) members of the negotiating team will be excused from their work assignment to attend contract negotiations and be placed on administrative leave that day so they will suffer no loss of compensation.

D. On days of negotiations, employees will be granted sufficient compensatory leave to make up the difference between eight (8) hours and the hours the employee would otherwise be in a paid status.

E. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County may apply for approved leave without pay. Such applications must be made not less than ten (10) working days prior to the beginning of such

leave and such leave shall be at least one (1) calendar year in duration but not longer than (2) years duration. Granting approved leave without pay rests in the discretion of the Employer but such approval shall not be unreasonably withheld. Such leave may be renewed or extended for a similar period of time by mutual agreement.

#### **ARTICLE 14 - BEREAVEMENT LEAVE**

In the event of the death of an employee's parent, parent-in-law, son-in-law or daughter-in-law, brother-in-law, sister-in-law, spouse, child or grandchild, brother, sister or grandparents, the employee may take up to four (4) working days leave for bereavement. Upon the death of an employee's spouse or child, the first three (3) days will be administrative leave days, and the remaining day will be charged to the employee's accumulated sick leave. Upon the death of other relatives listed, the first (1st) leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave.

#### **ARTICLE 15 - JURY DUTY**

An employee who is required to perform jury service in any court (Federal or State) shall be paid his/her regular salary. If after reporting for jury duty, it is determined that the employee's services are not required and the employee is dismissed from jury duty for the day, the employee must return to his/her regular work for the remainder of the day.

#### **ARTICLE 16 - LEAVE OF ABSENCE**

A. Employees shall be eligible to request a leave of absence after one (1) month of service with the County.

B. Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate officer in charge, Crossing Guard Unit. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the leave of absence is approved, authorization for a leave of absence shall be furnished to the employee by the Employer in writing. In addition to accruing seniority while on any leave of absence granted under the provisions of the Agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

#### **ARTICLE 17 - FAMILY AND MEDICAL LEAVE**

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

#### **ARTICLE 18 - PERSONAL LEAVE**

Sixteen (16) hours of personal leave per leave year shall be granted to each employee eligible for annual leave. Beginning the 2013 leave year, four (4) additional hours shall be granted to each employee with twenty (20) or more years of service. 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.

Personal leave will be granted in increments of one-half (1/2) hour or more when requested in advance. Personal leave shall be requested by employees covered by this Agreement anytime during the calendar year. Personal leave shall not be unreasonably denied.

#### **ARTICLE 19 - BLOOD DONATION LEAVE**

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The employer may request verification of such donation.

#### **ARTICLE 20 - CIVIC DUTY LEAVE**

An employee subpoenaed to appear before a court, public body or commission on matters relating to the business of the Employer shall be granted leave of absence with pay for the period required to respond to the subpoena.

#### **ARTICLE 21 - CONTRACTING OUT**

Management will not contract out work normally performed by the bargaining unit employees if it has the available manpower, proper equipment, capacity and ability to perform such work and can perform it on an efficient and economical basis.

#### **ARTICLE 22 - NO ILLEGAL STRIKE OR LOCKOUT**

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

B. In the event of an illegal strike, slow-up, or work stoppage, the Union shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work, and bring about a prompt resumption of normal operations.

C. The Employer shall have the right to discipline, by way of discharge or otherwise, any employee who participates in an illegal strike; and such disciplinary action shall not be subject to the Grievance Procedure provided for in this Agreement.

#### **ARTICLE 23 - MANAGEMENT RIGHTS**

Nothing in this Agreement shall affect the right of the Employer to determine the standards of service offered the public; to maintain the efficiency of the Employer's operations; to determine the methods, means, and personnel by which the Employer's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to discipline, suspend, or discharge employees for just cause; and, to relieve employees from duty because of lack of work.

## **ARTICLE 24 - RULES AND REGULATIONS**

Absent circumstances requiring immediate action, the Employer agrees to notify the Union President and the Council 67 Representative seven (7) to fourteen (14) days before making changes in departmental rules and regulations that will affect working conditions of employees covered by this Agreement. All notifications will be in writing.

## **ARTICLE 25 - LABOR-MANAGEMENT COMMITTEE**

A. The Union President, Labor Relations Specialist and/or Staff Representative may at the Union's discretion, participate with management representatives on a labor management committee. The committee shall consist of not more than six (6) members each from Labor and Management. The Committee will meet as issues arise but not more often than once a month, unless agreed to by both parties. The parties shall give each other seven (7) days advance written notice of the items they wish to have placed on the agenda. Any request by Union for a meeting should be directed to the Commander of the Community Services Division.

B. Employees will be compensated for time spent attending Labor-Management Committee meetings held during off duty hours (but excluding travel time) with three (3) hours of compensatory leave on a straight time basis.

## **ARTICLE 26 - WAGES**

### **SECTION 26.01 WAGE ADJUSTMENTS**

#### **A. Cost of Living Adjustments (COLA)**

Employees covered by this agreement will receive the following COLAs during the term of this agreement:

1. Two percent (2%) COLA effective the first full pay period in January 2019.
2. One and one-half percent (1.5%) COLA effective the first full pay period in January 2020.

#### **B. Merit Increases and Special Wage Plan Adjustment**

Employees covered by this Agreement will receive the following merit increases:

1. Employees eligible to receive a merit increase in FY2019 will receive that merit increase on their anniversary date.
2. Employees eligible to receive a merit increase in FY2020 will receive that merit increase on their anniversary date.

3. The County further agrees to adjust the maximum pay level of pay plan X13 by three and one-half percent (3.5%) in FY2019 to allow eligible bargaining unit employees currently at top of scale to receive a merit adjustment.

C. The parties agree to delete the provisions in this Agreement regarding an Adjusted Living Wage. As a result of this agreement, the following salary adjustments will be made.

1. All employees hired during calendar year 2004 and who as of June 30, 2013 are earning an hourly rate less than twelve dollars and five cents (\$12.05), will have their salary adjusted to twelve dollars and thirteen cents (\$12.13).
2. All employees hired during calendar year 2005 and who as of June 30, 2013 are earning an hourly rate less than twelve dollars and five cents (\$12.05), will have their salary adjusted to twelve dollars and eleven cents (\$12.11).
3. All employees hired during calendar year 2006 and who as of June 30, 2013 are earning an hourly rate less than twelve dollars and five cents (\$12.05), will have their salary adjusted to twelve dollars and nine cents (\$12.09).
4. All employees hired during calendar year 2007 and who as of June 30, 2013 are earning an hourly rate less than twelve dollars and five cents (\$12.05), will have their salary adjusted to twelve dollars and seven cents (\$12.07).
5. Any employee hired between July 1, 2008 through June 30, 2013, and who as of June 30, 2013 are earning an hourly salary rate less than eleven dollars and forty-five cents (\$11.45), will have their salary adjusted by increasing their hourly rate by two cents (.02) for each complete year of service as of June 30, 2013.

All salary adjustments referenced in subparagraph C.1. through C.5 above will be effective July 1, 2013. There will be no retroactive payments.

#### **SECTION 26.02 P.E.O.P.L.E. DEDUCTION**

The Employer agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's P.E.O.P.L.E. fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this paragraph.

#### **SECTION 26.03 UNION SPONSORED INSURANCE DEDUCTION**

The Employer agrees to provide, through its payroll department, a computer key for the payroll deduction of a Union sponsored insurance program for the benefit of those employees who wish to participate in such a program, and who authorize in writing the deduction of premiums for such a program from their pay.

#### **SECTION 26.04 PREMIUM PAY**

Recognizing the permanent, part-time nature of this bargaining unit, employees covered by this Agreement who work more than eight (8) hours in a day will be paid time-and-a-half for all hours over eight (8) in a day.

**ARTICLE 27 - HEALTH AND WELFARE (Beneflex Program)****SECTION 27.01 GROUP HEALTH INSURANCE**

In Calendar Years 2015, 2016, and 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective January 2018, the County shall contribute seventy percent (70%) and bargaining unit employees shall contribute the remaining thirty percent (30%) of the premium.

**SECTION 27.02 PREPAID GROUP HEALTH PLANS**

In Calendar Years 2015, 2016, and 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%). Effective January 2018, the County shall contribute seventy five percent (75%) and bargaining unit employees shall contribute the remaining twenty five percent (25%) of the premium.

**SECTION 27.03 HEALTH INSURANCE CREDIT**

Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

**SECTION 27.04 PRESCRIPTION AND OPTICAL PLANS**

In Calendar Years 2015, 2016, and 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Effective January 2018, the County shall contribute eighty five percent (85%) and bargaining unit employees shall contribute the remaining fifteen percent (15%) of the premium. Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

**SECTION 27.05 DENTAL PLANS**

Two (2) dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the plans.

**SECTION 27.06 LONG TERM DISABILITY**

Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

## **SECTION 27.07 FLEXIBLE SPENDING ACCOUNT**

Employees may contribute up to the maximum allowed by IRS regulations in a dependent care flexible spending account and up to the maximum allowed by IRS regulations in a medical flexible spending account, or as adjusted by Federal law.

## **SECTION 27.08 GROUP LIFE INSURANCE UNDER THE BENEFLEX PROGRAM**

The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred thousand dollars (\$100,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) time their annual salary and receive a credit.

## **SECTION 27.09 HEALTH CARE AND LIFE INSURANCE**

Effective following the 1985-1986 regular school year, the Employer will continue to pay its share of health care and life insurance premiums due during the summer months provided that the employee contributes his/her share. However, if an employee resigns before working two (2) full pay periods in the following school year, the Employer will deduct the cost of its contribution for the employee from any final payment due that employee for wages and leave.

## **SECTION 27.10 HEALTH CARE BENEFITS COMMITTEE**

A Health Care Benefits Committee shall be formed thirty (30) days after enactment by the County Council of this Agreement. The purposes of the Committee shall be to review existing health care benefits and provisions for employees and retirees; make recommendations to the Director of Office of Human Resources Management regarding health care benefit levels, cost containment measures and contribution ratios; and meet on a monthly basis or as necessary. Committee members shall include the Local Presidents from Local 241, 1170, 2462, 2735 and 3389, a Council Representative and the Labor Relations Specialist, and an equal number of County representatives. Committee members may send designees to Committee meetings in their place. Each party may appoint one or more outside consultants. The compensation of the consultants shall be the responsibility of the appointing party. Consultants shall be permitted to attend all Committee meetings and shall advise Committee members on subjects under Committee review. The Committee shall be co-chaired by the Chief Labor Negotiator and one of the aforementioned Union Representatives.

## **ARTICLE 28 - UNIFORMS**

### **SECTION 28.01 UNIFORM ISSUE**

A. The Employer shall continue to supply and replace when needed complete uniforms for all bargaining unit employees, except hose, shoes, and after first issue, waterproof gloves.

- B. The Department and the Union will continue to work together to find suitable rain hats. Final approval of rain hats shall be mutually agreed.
- C. Two Union Representatives may attend Uniform Committee meetings and provide input.
- D. At the beginning of the 2011-2012 school year, the Department will provide each Crossing Guard with raingear, which has been mutually agreed to by the Department and the Union including: Hood, Coat and Gloves. New employees shall be provided with raingear upon hiring. Crossing Guards may purchase rain pants.
- E. At the beginning of the 2011-2012 school year, the Department will provide each Crossing Guard with an intermediate jacket which has been mutually agreed to by the Department and the Union. New employees shall be provided with an intermediate jacket upon hiring.
- F. At the beginning of the 2018-2019 school year, the Department will provide each Crossing Guard with one additional pair of uniform pants for a total of three (3), which has been mutually agreed to by the Department and the Union.

#### **SECTION 28.02 UNIFORM ALLOWANCE**

- A. The Employer shall furnish bargaining unit employees with a clothing allowance of six hundred dollars (\$600.00) in Fiscal Year 2019. Uniform allowance will be disbursed annually in October.
- B. If an employee arrives or leaves during the Fiscal Year, his/her allowance will be prorated.

#### **SECTION 28.03 EQUIPMENT**

As of September 2007, all crossing guards will be provided with an updated personal communications device at no expense to the employee when used for official County business.

### **ARTICLE 29 - SUPPLEMENTAL RETIREMENT BENEFIT**

#### **SECTION 29.01 BENEFIT ACCRUAL AND AMOUNTS**

A. All employees covered by this Agreement will be automatically enrolled in the AFSCME Supplemental (CS AFSCME) pension plan from the moment of hire into an AFSCME covered position. Contributions will commence with the initial pay period. The only exception to the above are those members hired between July 1, 1990 and January 1, 2007, when the option to "opt-out" was available, and they chose to do so. Enrollment is jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program are determined as follows:

1. Benefit accrual is at the rate of 0.4% times the number of years of actual and continuous service the employee has as a permanent 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 Section 29.05, B., below.

2. Pursuant to Section 29.01, 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 Section 29.05.B., below.

B. Effective July 1, 2001, the benefit accrual rate in paragraph A.1., above, shall be increased from 0.4% to 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%). The additional cost for this benefit enhancement will be paid totally by the County.

C. Effective July 1, 2003, the benefit accrual rate in paragraph B. above, shall be increased from 0.6% to 0.7% per year for up to thirty (30) years of service for an increase in normal benefit from fifteen percent (15%) to twenty-one percent (21%). The additional cost for this benefit enhancement will be paid totally by the Employee.

D. Effective July 1, 2005, the benefit accrual rate in paragraph C. above, shall be increased from 0.7% to 0.75% per year for up to thirty (30) years of service for an increase in normal benefit from twenty-one percent (21%) to twenty-two and one-half percent (22.5%). The additional cost for this benefit enhancement will be paid totally by the Employer.

## **SECTION 29.02 VESTING**

### **A. 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.

### **B. Vested Benefit.**

An employee completing the minimum continuous service requirements of Section 29.02, A., above, shall be entitled to receive a monthly benefit as determined pursuant to Section 29.01, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

## **SECTION 29.03 BENEFIT PAYMENT**

The benefit accrued by an employee under either Section 29.01 or 29.02, above, shall not be payable until retirement at the earliest of the following: 1. age fifty-five (55) and fifteen (15) years of service; 2. age sixty-two (62) and five (5) years of service; or, 3. thirty (30) years of service regardless of age.

## **SECTION 29.04 FUNDING**

Except for the cost of the additional benefits provided in Sections 29.01, C. and 29.01, D above, the cost of funding this supplemental retirement plan 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.

## **SECTION 29.05 DEFINITIONS**

- A. Actual Service means service while employed as an employee of Prince George's County.
- B. 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.
- C. 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.
- D. Continuous Service means the most recent unbroken period of employment as an employee of Prince George's County.

## **SECTION 29.06 IRS PICKUP PLAN**

- A. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 29.04 (Funding) hereof. Such amounts:
1. are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;
  2. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;
  3. shall be paid by the County from the same source of funds that is used to pay compensation to the employee; and,
  4. shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

B. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

## **ARTICLE 30 - GENERAL PROVISIONS**

### **SECTION 30.01 GENDER CLARIFICATION**

In the aforementioned Articles, where the masculine gender is used, the feminine gender is

understood and also included. Similarly, where the feminine gender is used, the masculine gender is understood and also included.

#### **SECTION 30.02 CONTRACT PRINTING**

The Employer agrees to continue to print all contracts for Fiscal Year 2012 through Fiscal Year 2013 at the Employer's expense. The President will receive 175 copies and distribute contracts to employees covered by this Agreement. Additional copies of the Agreement shall be provided by Management to the Union for distribution at the New Employee Orientation programs.

#### **ARTICLE 31 - SAVINGS CLAUSE**

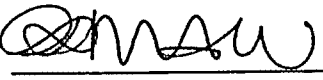
In the event that any Article, Section, or portion of this Agreement shall be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision and shall leave unaffected the remainder of this Agreement. If feasible, the County and the Union agree to negotiate a substitute for the invalidated Article, Section, or portion.

#### **ARTICLE 32 - DURATION**

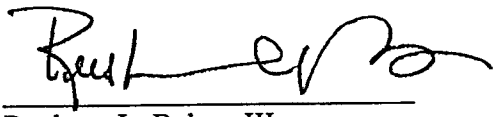
This Agreement shall become effective on July 1, 2018 unless otherwise stated in specific Sections, and shall remain in full force and effect until June 30, 2020. This Agreement shall be automatically renewed from year to year after its expiration date on June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019 (or October 1 of any subsequent year thereafter in case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this 14<sup>th</sup> day of August 2018, in Largo, Prince George's County, Maryland.

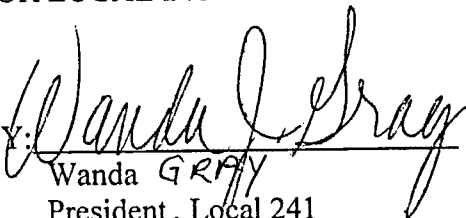
FOR AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL 67

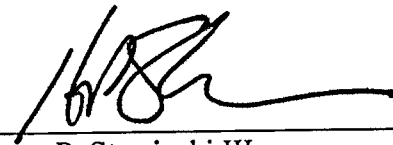
BY:   
Miriama Whalen  
Chief Negotiator, Council 67

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND

BY:   
Rushern L. Baker, III  
County Executive

FOR LOCAL 241

BY:   
Wanda GRAY  
President, Local 241

  
Henry P. Stawinski III  
Chief of Police

## ATTACHMENT A - MIN-MAX SYSTEM

### A. Administration of the Min-Max System.

1. Merit increases for employees covered by this salary schedule who earn less than the maximum of their grade shall be granted at a rate of three and one-half percent (3 1/2%), in accordance with the Personnel Law. Employees will continue to receive three and one-half percent (3 1/2%) merit increases until one of the following occurs:

a. They reach the maximum;

b. The three and one-half percent (3 1/2%) increase would establish the hourly rate one percent (1%) or less below the maximum in which case the hourly rate will be automatically adjusted upward to the maximum; or,

c. If a three and one-half percent (3 1/2%) merit adjustment would cause an employee's salary to exceed the maximum rate established for that grade, the employee's salary will instead be adjusted to equal the maximum applicable rate.

2. Steps for the purpose of promotions, demotions, discipline, and reallocations, occurring on or after July 12, 1981, shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.

3. Amend Salary Schedule X effective July 1, 2007 to provide the establishment of MINIMUM and MAXIMUM rates:

i. Effective July 1, 2007, the MINIMUM rate, is the July 9, 2006 MINIMUM rate.

ii. Effective July 1, 2007, the MAXIMUM rates will be the July 9, 2006 L6 rates.

**ATTACHMENT B - CROSSING GUARD SENIORITY LIST**

<b>1.</b>	<b>Osborne, Jeanne</b>	<b>09-11-66</b>
<b>2.</b>	<b>Leath, Barbara</b>	<b>06-12-72</b>
<b>3.</b>	<b>Harley, Bertie</b>	<b>06-12-72</b>
<b>4.</b>	<b>Higgins, Gerrylyn</b>	<b>11-24-75</b>
<b>5.</b>	<b>Lawhorne, Deborah</b>	<b>01-25-82</b>
<b>6.</b>	<b>Certain, Major</b>	<b>01-10-83</b>
<b>7.</b>	<b>Osborn, Susan</b>	<b>04-27-86</b>
<b>8.</b>	<b>Corrado, Joan</b>	<b>07-18-88</b>
<b>9.</b>	<b>Womack, Edda</b>	<b>07-03-89</b>
<b>10.</b>	<b>Jordan, Vicky</b>	<b>11-20-89</b>
<b>11.</b>	<b>Triplett, Lynn</b>	<b>09-24-90</b>
<b>12.</b>	<b>Marshall, Beverly</b>	<b>12-17-90</b>
<b>13.</b>	<b>Carroll, Veronica</b>	<b>08-10-92</b>
<b>14.</b>	<b>Newby, Darnell</b>	<b>08-10-92</b>
<b>15.</b>	<b>Barnes, Sada</b>	<b>08-23-93</b>
<b>16.</b>	<b>Dandridge, Loretta</b>	<b>11-01-93</b>
<b>17.</b>	<b>Bowman, Renee</b>	<b>08-22-94</b>
<b>18.</b>	<b>Gallop, Clara</b>	<b>08-19-96</b>
<b>19.</b>	<b>Beers, Helon</b>	<b>09-16-96</b>
<b>20.</b>	<b>Green, Margaret</b>	<b>12-23-96</b>
<b>21.</b>	<b>Hammond, Tara</b>	<b>12-23-96</b>
<b>22.</b>	<b>Hill, Pauline</b>	<b>12-23-96</b>

23.	McDermott, Kim	08-18-97
24.	Green, Gwendolyn	08-31-98
25.	Koch, Susan	08-31-98
26.	Baker, Margaret	04-12-99
27.	Herbert, Lorice	01-31-00
28.	Pinkney, Violet	01-31-00
29.	Baugham, Dorothy	05-08-00
30.	Clawson, Christine	11-20-00
31.	Anderson, Mary	11-20-00
32.	Hill, Ginger	02-12-01
33.	King, William	08-13-01
34.	Ridgeway, Mary	08-13-01
35.	Fersner, Pat	08-13-01
36.	Queen, Vanessa	08-13-01
37.	Bell, Harriette	03/11/02
38.	Williams, Marcia	08/26/02
39.	Nelson, Roy	03/24/03
40.	Hall, Sandra	06/02/03
41.	Phillips, Evelyn	01/26/04
42.	Ryan, Percis	01/26/04
43.	Hardie, Mary	01/26/04
44.	Jones, Helen	01/26/04
45.	Dozier, Candice	01/10/05
46.	Owens, Margaret	01/10/05

47.	Gaddy, Monica	01/10/05
48.	Washington, Zelma	03/21/05
49.	Stewart, Kathy	06/27/05
50.	Saunders, Kim	11/13/05
51.	Hungerford, Lori	03/20/06
52.	Strong, Brenda	05/01/06
53.	Williams, Lorraine	05/01/06
54.	Smith, Linda	05/01/06
55.	Hardy, Phyllis	07/24/06
56.	Spencer, Marian	09/05/06
57.	Williams, Patricia	10/16/06
58.	Brown, Betty	12/11/06
59.	Pitts, Pernetta	03/05/07
60.	Tillman, Alvin	04/02/07
61.	Boyd, Patricia	04/16/07
62.	Siderakis, Catherine	09/17/07
63.	Murphy, Yolanda	09/17/07
64.	Moise, Teodora	09/17/07
65.	Williams, Alberta	10/15/07
66.	Stevenson, James	10/29/07
67.	Fisher, Evelyn	11/26/07
68.	Capers, Nina	04/28/08
69.	Smith, Phyllis	05/12/08

70.	Allen, Clarice	08/04/08
71.	Crenshaw, Dorothy	08/18/08
72.	Trice, Dawn	08/18/08
73.	Wright, James	11/10/08
74.	Green, Paul	11/24/08
75.	Green, William	04/13/09
76.	Simpson, Diane	11/08/10
77.	Williams-Lee, Ruth	07/05/11
78.	Perrera, Amiston	07/05/11
79.	Carlton, James	08/29/11
80.	Jefferson, Albrena	08/29/11
81.	White, Linda	08/29/11
82.	Harrod, Adell	10/11/11
83.	Willis, Ava	10/11/11
84.	Bethea, Jovon	10/24/11
85.	Harris, Linda	10/24/11
86.	Hendershot, Jennifer	10/24/11
87.	Taylor, David	10/24/11
88.	Vaughan, Wanda	10/24/11
89.	McKenzie, Tarnekia	12/05/11
90.	Pleasants, Carl	02/13/12
91.	Coates, Edward	12/03/12
92.	Smith, Sylvia	12/03/12
93.	Sedgwick, Lawrence	12/03/12

94. Higgins, Julia	02/11/13
95. Morris, Michele	02/25/13
96. Porter, Shavone	02/25/13
97. Pocock, Elizabeth	07/29/13
98. Whitworth, Sylvia	08/12/13
99. Ford-Toler, Sally	10/07/13
100. Wideman, Stacy	01/27/14
101. Jones, Johnny	03/24/14
102. Mbah, Eric	03/24/14
103. Pindell, Selina	03/24/14
104. Wilson, Tanya	03/24/14
105. Royster-Jones, Donna	04/07/14
106. Warner, Craig	06/30/14
107. Taylor, Karen	06/30/14
108. Burton, Patricia	10/06/14
109. Bell, Tonya	01/26/15
110. Blackwell, Tonya	01/26/15
111. Galeas, Adamaria	02/23/15

**ATTACHMENT C – SCHEDULED PAY RATES****SALARY SCHEDULE X – EFFECTIVE JULY 1, 2018****SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS****PRINCE GEORGE’S COUNTY, MARYLAND**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>X13</b>		
<b>HOURLY</b>	12.7739	21.3969
<b>BIWEEKLY</b>	1021.91	1711.75
<b>ANNUAL</b>	26,570	44,505

The minimum hourly rate is the January 7, 2018 rate. The maximum hourly rate is the January 7, 2018 rate multiplied by 1.035%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE X – EFFECTIVE JANUARY 6, 2019****SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS****PRINCE GEORGE’S COUNTY, MARYLAND**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>X13</b>		
<b>HOURLY</b>	13.0294	21.8248
<b>BIWEEKLY</b>	1042.35	1745.98
<b>ANNUAL</b>	27,101	45,396

The minimum and maximum hourly rates are the July 1, 2018 rates multiplied by 1.02%. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE X – EFFECTIVE JANUARY 5, 2020**  
**SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS**  
**PRINCE GEORGE’S COUNTY, MARYLAND**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>X13</b>		
<b>HOURLY</b>	13.2248	22.1522
<b>BIWEEKLY</b>	1057.99	1772.17
<b>ANNUAL</b>	27,508	46,077

The minimum and maximum hourly rates are the January 6, 2019 rates multiplied by 1.0150%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE X – EFFECTIVE JANUARY 7, 2018**  
**SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS**  
**PRINCE GEORGE’S COUNTY, MARYLAND**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>X13</b>		
<b>HOURLY</b>	12.7739	20.6733
<b>BIWEEKLY</b>	1021.91	1653.86
<b>ANNUAL</b>	26,570	43,000

The hourly rates are the January 8, 2017 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**ATTACHMENT D - PUBLIC EMPLOYEE RELATIONS BOARD (PERB)  
CERTIFICATION LIST****AFSCME LOCAL 241**

<b>Case Number Date of Certification</b>	<b>Positions Involved</b>
78-PG-R-35 April 2, 1979	Permanently employed part-time non-supervisory school crossing guards
16 39 0201 81 April 15, 1982	Collective Bargaining Certification Permanently employed part-time non-supervisory school crossing guards (130)



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-072-2018 **Chapter Number:** 74  
**Draft No.:** 1 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.  
**Proposer(s):** County Executive  
**Sponsor(s):** Glaros, Toles, Harrison, Davis, Turner, Taveras, Franklin, Patterson and Lehman  
**Item Title:** AN ACT CONCERNING COLLECTIVE BARGAINING AGREEMENT - COUNCIL 67, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, AND ITS AFFILIATED LOCAL 241 (SCHOOL CROSSING GUARDS) for the purpose of amending the labor agreement by and between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliated Local 241 to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

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**Drafter:** Joseph Adler, PH.D., Office of Human Resources Management  
**Resource Personnel:** Stephanye R. Maxwell, Esq., CPM, Office of Human Resources Management

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
09/04/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
09/13/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Turner, seconded by Vice Chair Taveras, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 5 Davis, Taveras, Turner, Lehman and Patterson		
09/25/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Davis, Glaros, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		
10/23/2018	County Council	public hearing held	

**Action Text:**

The public hearing was held for this Council Bill

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Council Member Franklin, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles  
and Turner

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

16-233

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliated Local 241 (School Crossing Guards), have completed labor negotiations on a two-year labor agreement covering Fiscal Years 2019 and 2020. This bill is to adopt and approve the referenced collective bargaining agreement in accordance with Section 16-233(f) of the Prince George's County Code.

A fiscal impact statement will be provided by the Office of Management and Budget.

**NOTE: Retroactively effective to July 1, 2018.**

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**Document(s):** B2018072, CB-72-2018 AIS, CB-72-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-72-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY and FISCAL MANAGEMENT

**Date:** 9/13/18

**Action:** FAV

---

**REPORT:** Favorable, 5-0 In Favor: Council Members Davis, Lehman, Patterson, Taveras and Turner.

CB-72-2018 will approve the Collective Bargaining Agreement by and between Prince George's County and School Crossing Guards in Council 67 American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO and its Affiliated Local 241, providing for wages and certain other terms and conditions of employment.

Major modifications to the agreement include the following:

- 2% Cost of Living effective January 2019
- 1.5% Cost of Living effective January 2020
- 3.5% Merits for those eligible to receive it on their anniversary dates in FY'19 and FY'20
- Increase in Maximum Steps by 3.5% in FY2019
- Increase in Uniform Allowance
- Changes in the bid process.

Joe Adler, Labor Negotiator, Office of Human Resources Management, provided an overview of the contract.

Anthony Smith and Mariama Whalen, both from AFSCME, stated support for the contract.

The Office of Law finds CB-72-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports that CB-72-2018 will have a negative impact on the County of \$97,048.

After deliberation, the Public Safety and Fiscal Management Committee voted CB-72-2018 out favorably, 5-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-73-2018

Chapter No. 75

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Toles, Harrison, Lehman, Davis, Glaros, Turner,

Franklin, Taveras and Franklin

Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement- Fraternal Order of Police 112,

3 Prince George's County Sheriffs Lodge Inc.

4 For the purpose of amending the labor agreement by and between Prince George's County,

5 Maryland and the Fraternal Order of Police 112, Prince George's County Sheriffs Lodge Inc., to

6 provide for wages and certain other terms and conditions of employment for personnel

7 classifications certified by the Prince George's County Public Employee Relations Board.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 16. PERSONNEL.

10 Section 16-233(f)(14),

11 The Prince George's County Code

12 (2015 Edition; 2017 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,

14 Maryland, that Section 16-233(f)(14) of the Prince George's County Code be and the same is

15 hereby repealed and reenacted with the following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 19. COLLECTIVE BARGAINING.

18 Sec. 16-233. General.

19 \* \* \* \* \*

20 (f) The following collective bargaining agreements are hereby adopted and approved:

21 \* \* \* \* \*

1           **(14) Declaration of Approval – [Deputy Sheriff's Association of Prince George's**  
2           **County, Inc. (Deputy Sheriffs)] Fraternal Order of Police 112, Prince George's County**  
3           **Sheriffs Lodge Inc.**

4           The County Council of Prince George's County, Maryland, having fully considered the  
5           labor agreement concluded between Prince George's County, Maryland and the [Deputy Sheriff's  
6           Association of Prince George's County, Inc.] Fraternal Order of Police 112, Prince George's  
7           County Sheriffs Lodge Inc., on August 16, 2018, hereby approves said agreement in accordance  
8           with the provisions of Section 13A-109 of the Prince George's County Code.

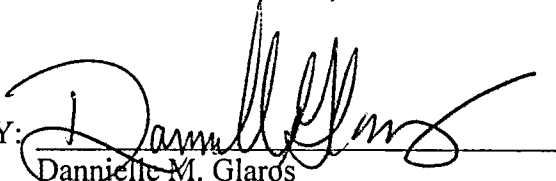
9           SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
10          declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
11          sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
12          competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
13          words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
14          Act, since the same would have been enacted without the incorporation in this Act of any such  
15          invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
16          or section.

17          SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
18          calendar days after it becomes law and the Agreement, unless specifically state otherwise in a  
19          specific provision, shall be retroactively effective to July 1, 2018.

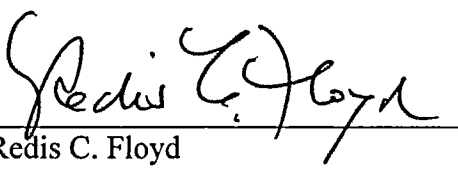
Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

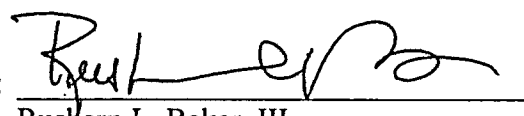
ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 11/14/2018

BY:

  
Rushern L. Baker, III  
County Executive

AGREEMENT  
BETWEEN  
PRINCE GEORGE'S COUNTY, MARYLAND  
AND  
FRATERNAL ORDER OF POLICE 112  
PRINCE GEORGE'S COUNTY SHERIFFS LODGE INC.  
JULY 1, 2018 - JUNE 30, 2020

## TABLE OF CONTENTS

PREAMBLE AND SCOPE.....	1
ARTICLE 1 – RECOGNITION .....	1
ARTICLE 2 -- ORGANIZATIONAL SECURITY .....	1
ARTICLE 3 -- MANAGEMENT RIGHTS .....	1
ARTICLE 4 -- BASE SALARY RATE .....	1
Section 4.01 Wages .....	2
Section 4.02 Wage Scale .....	3
ARTICLE 5 -- SPECIAL SALARY RATES .....	5
Section 5.01 Call Back Pay .....	5
Section 5.02.01 Holiday Observance .....	5
Section 5.02.02 Holiday Pay .....	5
Section 5.02.03 Special Pay Provision: Police Memorial Day .....	6
Section 5.03.01 Overtime Eligibility.....	6
Section 5.03.02 Computation of Overtime.....	6
Section 5.03.03 Pyramiding .....	6
Section 5.04 Shift Differential .....	6
Section 5.05 Acting Pay .....	7
Section 5.06 Court Time Compensation .....	7
Section 5.07 Standby Pay .....	7
Section 5.08 Field Training Officer Pay .....	8
Section 5.09 Additional Leave Provision.....	8
ARTICLE 6 -- FRINGE BENEFITS.....	9
Section 6.01 Clothing Issue.....	9
Section 6.02 Clothing Allowance.....	9
Section 6.03 Annual Leave .....	9
Section 6.04 Sick and Annual Leave Disposition Upon Separation .....	10
Section 6.05 Personal Leave .....	12
Section 6.06.01 Family and Medical Leave .....	12
Section 6.06.02 Bereavement Leave .....	12
Section 6.07 Discretionary Leave .....	12
Section 6.08 Disability Leave .....	12

Section 6.09 Tec Pay .....	13
Section 6.10.01 Presidential and Union Business Leave .....	14
Section 6.10.02 Union Business Communications .....	14
Section 6.11.01 Supplemental Life Insurance.....	14
Section 6.11.02 Accidental Death Insurance .....	15
Section 6.11.03 Life Insurance For Retirees .....	15
Section 6.12 Insurance Premiums .....	15
Section 6.13 Sick Leave Bank.....	17
ARTICLE 7 -- SUPPLEMENTAL RETIREMENT BENEFIT .....	18
Section 7.01 Benefit Accrual and Amounts .....	18
Section 7.02 Vesting .....	18
Section 7.03 Benefit Payment .....	18
Section 7.04 Funding.....	19
Section 7.05 Definitions .....	19
Section 7.06 Pension Plan Modifications Effective July 1, 1989 .....	19
Section 7.07 Hold Harmless For Supplemental Retirement and Leave Payout.....	19
Section 7.08 Supplemental Retirement Benefit Plan Modifications Effective July 1, 1992.....	20
Section 7.09 Supplemental Retirement Benefit Plan Modifications Effective January 1, 1999.....	20
Section 7.10 Supplemental Retirement Benefit Plan Modifications Effective July 1, 2001.....	20
Section 7.11 Disability Benefits.....	20
Section 7.12 Deputy Sheriff Pension Plan .....	21
Section 7.13 IRS Pickup Plan.....	28
Section 7.14 Pension Plan Modifications Effective July 1, 1997 .....	29
Section 7.15 Military Service Credit.....	29
Section 7.16 Lateral Transfer .....	29
ARTICLE 8 -- SAFETY.....	29
ARTICLE 9 -- COOPERATION .....	30
Section 9.01 Labor-Management Committee .....	30
Section 9.02 Promotional Joint Study Committee .....	30
Section 9.03 Employee Roster .....	30
Section 9.04 FOP Pin .....	30
Section 9.05 Proposed Changes Provision.....	30

ARTICLE 10 -- PERSONAL CAR PROGRAM.....	31
ARTICLE 11 -- TRAINING .....	31
ARTICLE 12 -- EQUIPMENT.....	31
ARTICLE 13 -- TRANSFERS .....	31
ARTICLE 14 -- STAFFING.....	31
ARTICLE 15 – PROMOTIONS .....	31
Section 15.01 Promotion Procedures .....	31
Section 15.02 Written Examination Appeal Process .....	32
Section 15.03 Promotional Skills Assessment Process.....	32
ARTICLE 16 -- GRIEVANCE PROCEDURE.....	33
ARTICLE 17 -- BARGAINING UNIT WORK.....	34
ARTICLE 18 -- SECONDARY EMPLOYMENT .....	34
ARTICLE 19 -- PUBLICATION OF AGREEMENT .....	35
ARTICLE 20 -- MISCELLANEOUS .....	35
ARTICLE 21 -- CONSIDERATION FOR POLICE OFFICER VACANCIES .....	35
ARTICLE 22 -- SAVINGS CLAUSE.....	35
ARTICLE 23 – REVIEW AND EXPUNCTION OF PERSONNEL FILES.....	35
ARTICLE 24 – DURATION .....	35
ATTACHMENT A -- UNIFORM WAGE SCALE.....	37
ATTACHMENT B -- PERB CERTIFICATIONS .....	55

## **PREAMBLE AND SCOPE**

This Agreement is entered into by and among Prince George's County, Maryland (hereinafter referred to as the "County"), the Office of the Sheriff, Prince George's County (hereinafter referred to as the "Sheriff" or Office of the Sheriff and the Fraternal Order of Police 112, Prince George's County Sheriffs Lodge Inc. (hereinafter referred to as "FOP 112") and has as its purposes to set forth the agreement of the parties on compensation and working conditions of employees in the bargaining unit and to promote harmonious relations among the County, the Sheriff and FOP 112.

## **ARTICLE 1 -- RECOGNITION**

- A. For purposes of subjects within the scope of this Agreement, the County recognizes FOP 112 as the sole and exclusive bargaining agent of full-time Deputy Sheriffs through the rank of Lieutenant as described in Attachment B of the Office of the Sheriff of Prince George's County, Maryland for which it is certified by the Prince George's County Public Employee Relations Board.
- B. The provisions of this Agreement shall apply to all unit members unless otherwise specified.

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

All employees covered by this Agreement who are members of FOP 112 or who elected to become a member of FOP 112 shall remain members of FOP 112 for the duration of this Agreement. Except as provided below, all employees covered by this Agreement who elect not to become members of FOP 112 shall be required, as a condition of continued employment, to pay a service fee in an amount not greater than the dues paid by members of FOP 112 which shall be remitted to FOP 112. Notwithstanding any provision of this Agreement to the contrary any employee covered by this Agreement who was employed on or before July 1, 1997, and who has never elected to become a member of FOP 112 shall not be subject to the dues deduction and service fee provisions of this Article.

## **ARTICLE 3 -- MANAGEMENT RIGHTS**

Except as specifically modified or restricted in this Agreement, the Sheriff reserves the right to determine the standards of service offered the public; to maintain the efficiency of the Office of the Sheriff, to determine the methods, means and personnel by which Office of the Sheriff operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause, relieve employees from duty because of lack of work; to take any action necessary to carry out the mission of the Office of the Sheriff.

## **ARTICLE 4 -- BASE SALARY RATE**

## **Section 4.01 Wages**

### **A. Cost of Living Adjustment**

1. Employees covered by this Agreement will receive a two percent (2%) COLA effective the first full pay period in January 2019.
2. Employees covered by this Agreement will receive a one and one-quarter percent (1.25%) COLA effective the first full pay period in January 2020.

### **B. Merit Increases**

Effective July 1, 2018, employees who are eligible to receive merit increases will receive them on their anniversary date in FY2019.

Effective July 1, 2019, employees who are eligible to receive merit increases will receive them on their anniversary date in FY2020.

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

Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2015 through June 30, 2016 (i.e. Fiscal Year 2016), will receive that merit increase effective on the employee's anniversary date beginning on or after July 1, 2016 (i.e. Fiscal Year 2017). There will be no retroactive payment for these merit increases.

1. All employees covered by this Agreement who are eligible to receive a merit step increase in Fiscal Years 2014 and 2015 shall receive those merit step increases on their anniversary date.
2. All employees covered by this Agreement who were eligible to receive a merit step increase in Fiscal Years 2010, 2011, 2012, and 2013, but who did not receive those increases during those years, will receive them during the term of this Agreement. The schedule for payment of those step increases is as follows:
  - a. First missed step will be paid in the second pay period after passage of the implementing legislation by the County Council

- b. Second missed step will be paid in the first full pay period on or after March 1, 2014
- c. Third missed step will be paid in the first full pay period on or after September 1, 2014
- d. Fourth missed step will be paid in the first full pay period on or after March 1, 2015.

There will be no retroactive payment for any of the missed merit steps.

#### **Section 4.02 Wage Scale**

- A. The Uniform Wage Scale is described in Attachment A, attached hereto.
- B. The following modification to the Uniform Wage Scale, also included in Attachment A, attached hereto, will become effective during Fiscal Year 2000, 2001 and 2002:
  - 1. Effective July 1, 1999, anniversary dates will be adjusted to the Deputy Sheriff's date of hire as a Deputy Sheriff if different from his/her current anniversary date, so that all Deputies receive their merit steps on the first day on which the Deputy has the required years of service.
  - 2. Effective the first full pay period beginning on or after July 1, 1999, the interval for grades W-24 and above between Step A to Step B shall be increased from three and one-half percent (3.5%) to four percent (4%), such that all steps at Step B and above on the Uniform Wage Scale shall be increased by one-half of one percent (.5%).
  - 3. Effective beginning on July 1, 2000, any Deputy Sheriff covered by this Agreement who completes eighteen (18) years of actual and continuous service as defined in the Deputy Sheriff Comprehensive Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of eighteen (18) years of service will be placed at that step on the date that marks the Deputy's completion of those eighteen (18) years of actual and continuous service. Deputies with eighteen (18) or more years of service as of July 1, 2000 will be placed on that step at the beginning of the first full pay period beginning on or after July 1, 2000.
  - 4. Effective the first full pay period beginning on or after July 1, 2000, Step L for grades W-24 and above shall be applicable after thirteen (13) years of service; Step M shall be applicable after fourteen (14) years of service; Step N shall be applicable after sixteen (16) years of service; Step O shall be applicable after eighteen (18) years of service; Step P shall be applicable after twenty-three (23) years of service; and a new Step Q shall be applicable after twenty-seven (27) years of service. The increment for grades W-24 and above between Steps M to N, N to O, and O to P shall be increased from two and one-half percent (2.5%) to three percent (3%) and new Step Q shall reflect a two and one-half percent (2.5%) increment.

5. Effective July 1, 2001, Step P for grades W-24 and above shall be applicable after twenty-one (21) years of service; and Step Q shall be applicable after twenty-four (24) years of service.
6. Effective July 1, 2005, each step on the scale shall increase by three and one-half percent (3.5%). Effective July 1, 2005, steps K, L, M and N shall be increased from three percent (3%) to three and one-half percent (3.5%) for all grades.
7. Effective July 1, 2006, each step on the scale shall increase by three and one-half percent (3.5%).
8. Effective October 1, 2007, for W-21, Step A will remain at \$40,546, Step B will remain at \$41,966, Step C will remain at \$41,966, Step D will become \$43,435. All other steps on the wage scale (W-21 through W-27) shall increase by 3.5% above the July 9, 2006, wage scale.

#### C. Modifications to the Uniform Wage Scale

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

1. For each rank of Deputy Sheriff in the bargaining unit, there is an established pay grade on the Uniform Wage Scale. The pay scales for both Deputy Sheriff Private (W21) and Deputy Sheriff First Class (W22) contain fifteen (15) pay rates (steps) ranging from Step A through Step O. For the ranks of Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25) and Deputy Sheriff Lieutenant (W27), there are two additional steps, establishing a seventeen (17) step pay scale ranging from Step A through Step Q.
2. Effective January 1, 2017, the entry level salary for Deputy Sheriff Private shall increase to \$47,923 annually, and all other steps at all wage scales shall be adjusted as shown in Attachment A.

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

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

## **ARTICLE 5 -- SPECIAL SALARY RATES**

### **Section 5.01 Call Back Pay**

- A. If the Sheriff or his/her designee requires an employee to return to work to perform duties on behalf of the Prince George's County Office of the Sheriff during the employees normal off- duty hours, the County must pay the employee for a minimum of three (3) hours at one and one- half (1.5) times his/her regular rate of pay. However, an employee who is called back to active duty under this provision shall only be entitled to receive compensation for one (1) three (3) hour call back during any eight (8) hour period. An employee called back more than once during an eight (8) hour period would receive compensation for the actual hours worked at one and one- half (1.5) times the employees hourly base rate of pay.
- B. If an employee is called at home by the Sheriff or his/her designee and required to work at home on behalf of the Department during his/her normal off-duty hours, he/she will be compensated for the work performed at the overtime rate based on half hour increments (0-30 minutes = one half hour, 31-60 minutes = one hour).
- C. This provision shall not apply to administrative hearings or disciplinary procedures.

### **Section 5.02.01 Holiday Observance**

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

### **Section 5.02.02 Holiday Pay**

- A. Eligible employees shall receive straight-time pay for each of the designated holidays on which they perform no work.
- B. Employees eligible for holiday pay who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) but shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular overtime rate (i.e., no pyramiding). In the event that a holiday falls on the employee's regular day off, the employee shall receive another day off.
- C. Whenever Christmas Day, New Year's Day or Independence Day falls on a weekend and is celebrated by the County on the preceding Friday or following Monday, employees who work either on the day the holiday falls or on the day it is celebrated shall be entitled to holiday pay. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to holiday pay only as to the first such day worked.

### **Section 5.02.03 Special Pay Provision: Police Memorial Day**

Notwithstanding Section 5.02.02, above, employees covered by this Agreement who work on Police Memorial Day (i.e., May 15 of each year) will receive one and one-half (1.5) hours compensatory time for each hour worked (except overtime) in addition to their regular pay. Those employees who are not scheduled to work and perform no work on Police Memorial Day will receive another day off. Effective beginning in Fiscal Year 2001, employees covered by this Agreement who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section 5.02.02, above.

### **Section 5.03.01 Overtime Eligibility**

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

### **Section 5.03.02 Computation of Overtime**

When an employee works more than eighty (80) hours in a pay period pursuant to the direction of his/her supervisor, said employee shall receive overtime pay at one and one-half (1.5) times his/her hourly base rate for all hours worked in excess of eighty (80) hours in said pay period.

For purposes of this section, hours worked shall include any paid leave hours during a pay period. As an alternative, at the request of the employee and with the approval of the County, the employee may earn compensatory leave at the rate of one and one-half (1.5) hours for each hour worked.

### **Section 5.03.03 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.

### **Section 5.04 Shift Differential**

- A. Effective July 1, 2018, a shift differential of three dollars and forty cents (\$3.40) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.
- B. Effective July 1, 2018, a shift differential of two dollars and ten cents (\$2.10) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.
- C. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for

retirement or insurance benefits.

- D. Any employee who works the second (2nd) shift (i.e., the day shift – 7 a.m. to 3 p.m. or equivalent) shall not be entitled to a shift differential.
- E. Any employee assigned to the Civil Process Section shall not be entitled to a shift differential except on assigned duty days.
- F. When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third (3rd) and first (1st) shifts, the higher differential rate shall apply for the entire number of hours worked.

#### **Section 5.05 Acting Pay**

When an employee below the rank of Captain is directed to assume, and does in fact assume, the duties of a Sergeant (or higher rank) in an acting capacity for a period of ten (10) consecutive days or more (including scheduled days off and approved holidays), beginning with the eleventh (11th) day, he/she shall be paid at a rate of pay which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher rank, whichever is greater, and shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of rank equal to that position, or by a superior authority.

He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave. If an employee is in an acting capacity and is required to work overtime, he or she shall be paid overtime at the acting rate of pay. Effective July 1, 2005, for the ranks of Sergeant and below, an employee in an acting capacity as described above will be paid at ten percent (10%) above their current salary or the minimum necessary to place the employee at the entry level immediately above his/her rank, whichever is greater.

#### **Section 5.06 Court Time Compensation**

If, as a result of actions taken during the course of employment with the Office of the Sheriff, an employee covered by this Agreement is subpoenaed to appear in Court and does personally appear and checks in pursuant to applicable Court procedure(s) on the employee's day off, the employee will be paid a minimum of three (3) hours pay at the overtime rate.

#### **Section 5.07 Standby Pay**

- A. Effective July 1, 2018, a Deputy Sheriff who is directed by Management to standby during off-duty hours and who does standby as directed, shall receive twelve and one-half percent (12.5%) of the Deputy Sheriff's base hourly straight-time rate for all hours on standby, provided, however, that a Deputy Sheriff who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the

employee was on standby.

- B. A Deputy Sheriff who is directed by Management to standby during the Deputy Sheriff's off-duty hours during the period from 12:01 a.m. on Monday through 12:00 midnight on Friday and who does standby as directed shall receive one (1) hour of pay at the straight-time rate for every sixteen (16) hours the Deputy stands by, provided, however, a Deputy who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.
- C. Effective the first full pay period beginning on or after July 1, 2000, a Deputy Sheriff who is directed by Management to standby during the Deputy Sheriff's off-duty hours during the period from 12:01 a.m. on Monday through 12:00 midnight on Friday and who does standby as directed shall receive one (1) hour of pay at the straight-time rate for every eight (8) hours the Deputy stands by, provided, however, a Deputy who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.
- D. A Deputy Sheriff who is directed by Management to standby during the Deputy Sheriff's off-duty hours during the period from 12:01 a.m. on Saturday through 12:00 midnight on Sunday and who does standby as directed shall receive one (1) hour of pay at the straight-time rate for every eight (8) hours the Deputy stands by, provided, however, a Deputy who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.
- E. The parties agree that the employees covered by this Agreement who received grants of sick leave in settlement of their grievances over the application of the Standby Pay provision in 1994 will have their sick leave accrued through the 1996 leave year increased in the amount of fifteen percent (15%) of the amount of sick leave the individual employee received as a result of the grievance settlement.

#### **Section 5.08 Field Training Officer Pay**

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

#### **Section 5.09 Additional Leave Provision**

- A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this 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 receive one (1) hour of compensatory leave for

each shift hour worked during the period of closure (not to exceed twelve (12) hours per employee per twenty-four (24) hour period).

- B. If the employee is directed by the employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned 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. With the prior approval of the Sheriff or his/her designee, a Deputy Sheriff who is on extradition overnight for one (1) or more nights shall receive extradition compensation of four (4) hours of compensatory leave for each overnight.

## **ARTICLE 6 -- FRINGE BENEFITS**

### **Section 6.01 Clothing Issue**

- A. New employees shall receive an original uniform issue of appropriate clothing and leather goods, including a dress blouse (Class A) and knit cap. Upon assignment to any special unit requiring a uniform different from the original uniform referenced above, a special issuance of clothing required for that assignment will be made.
- B. The initial issue of uniform items required because of an official change in uniform directed by the Office of the Sheriff will also be provided. All other responsibilities for uniform procurement and upkeep are the employee's, including the responsibility for replacing worn or ill-fitting uniform items.

### **Section 6.02 Clothing Allowance**

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

### **Section 6.03 Annual Leave**

- A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave).

- B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A, above.
- C. Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit at the end of a leave year will automatically convert to new sick leave. The Deputy Sheriff Comprehensive Pension Plan shall be amended to provide that new sick leave converted from annual leave under this subparagraph, up to a combined total for each officer of one thousand forty (1,040) hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit.
- D. When taking annual leave, employees covered by this Agreement must use compensatory time they have accumulated prior to using annual leave.

#### **Section 6.04 Sick and Annual Leave Disposition Upon Separation**

- A. Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, be liquidated in the following manner:
  - 1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8).
  - 2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.
  - 3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:
    - a. Upon separation from employment, employees who have elected to participate in the new comprehensive pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR for up to three hundred sixty hours (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be applied toward retirement credit in the comprehensive plan even if the result is a benefit exceeding the maximum benefit allowed under the plan, but subject to the terms set forth in Section 7.12.B.1.f. of this Agreement. However, effective July 1, 2005, for employees hired after January 4, 1995, the purchase of additional retirement benefits will be capped at the maximum benefit allowed in the plan.

- b. Upon separation from employment, employees who have elected to remain with the Maryland State Retirement Systems (MSRS) and the County Supplemental may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.
- c. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay for a Deputy Sheriff Lieutenant in July, 2001 -- that is, \$37.6062 per hour. However, if a Deputy Sheriff with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash out of unused accumulated sick leave as of the end of the 1996 leave year.
- d. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan, but subject to the terms set forth in Section 7.12.B.1.f. of this Agreement. However, Deputy Sheriffs whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph c., immediately above. However, effective July 1, 2007, for employees hired after January 4, 1995, the purchase of additional retirement benefits will be capped at the maximum benefit allowed in the plan.
- e. For individuals who chose to remain in the MSRS plan and the County Supplemental, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. However, Deputy Sheriffs whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph c., above.
- f. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

### **Section 6.05 Personal Leave**

- A. Twenty (20) hours of paid personal leave days per wage reporting year shall be granted to each employee eligible for annual leave. (This amount includes four (4) hours per year which were added when the General Election Day holiday was eliminated.) A personal leave day shall be requested and approved in advance of use.
- B. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

### **Section 6.06.01 Family and Medical Leave**

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

### **Section 6.06.02 Bereavement Leave**

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

### **Section 6.07 Discretionary Leave**

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

Discretionary leave may be taken in increments of four (4) hours, must be requested and approved in advance, and unused discretionary leave cannot be carried over from one year to the next. A day shall be considered eight (8) hours in the calculation of discretionary leave.

### **Section 6.08 Disability Leave**

- A. The Department will designate a member of Management to make injury on the job determinations. Specifically, where an employee claims injury on the job and is unable to work, Management will review the claim as soon as possible but not later than ten (10)

working days after the claim was made. In cases where injury on the job is clearly indicated, the employee will be placed on disability leave immediately. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but not back charged sick or annual leave for the period of time the employee was on disability leave. In cases where injury on the job is not clearly indicated, the process outlined in Administrative Procedure 284 (Administration of Employee Leave) will be followed.

- B. For good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to a Deputy Sheriff who has petitioned the Sheriff and has received the Sheriff's recommendation for additional leave.
- C. The parties agree to interpret Personnel Procedure 284 Section 9.b(6) to include sworn active duty Deputy Sheriff's within the scope of employees injured on the job while commuting to and from work in a County vehicle.

#### **Section 6.09 Tec Pay**

- A. Effective the first full pay period in July 2018, Deputy Sheriffs who are regularly and permanently assigned as members and alternates of the SST (not to exceed a total of thirty (30)) shall receive a supplemental payment of one thousand one hundred dollars (\$1,100.00); motor unit (not to exceed a total of eight (8) shall receive a supplemental payment of eight hundred dollars (\$800.00); crisis negotiators (not to exceed a total of 16), CDU (not to exceed a total of fifteen (15) shall receive a supplemental payment of six hundred dollars (\$600.00); and canine handlers (not to exceed a total nine (9)) shall receive a supplemental payment of one thousand three hundred dollars (\$1,300.00) per fiscal year.
- B. Effective the first full pay period in July 2018, Deputy Sheriffs who hold a Commercial Driver's License (CDL) and utilize it in the performance of their duties, shall receive a supplemental payment of six hundred dollars (\$600.00) per fiscal year.
- C. Effective the first full pay period in July 2018, Deputy Sheriffs assigned to the Witness Protection Unit shall receive a supplemental payment of eight hundred dollars (\$800.00) per fiscal year. Deputy Sheriffs assigned to the Ceremonial Unit, who have completed one (1) year of service within such Unit, shall receive a supplemental payment of six hundred dollars (\$600.00) per fiscal year. Deputy Sheriffs who pass a conversational proficiency test and provide verifying certification as an interpreter, shall receive a supplemental payment of nine hundred dollars (\$900.00) per fiscal year. The conversational proficiency test will be given at least on an annual basis and notification of the test date announced at the beginning of each Fiscal Year. Deputy Sheriffs who are certified in sign language, and selected by the Sheriff, will also receive a lump sum payment of six hundred dollars (\$600.00) per fiscal year.
- D. Payments shall be made in July of each fiscal year and shall not be considered as part of the employee's base wage for purposes of computation of overtime, retirement, or any other purposes. Beginning with the first full pay period in July 2018, all of the TEC pays listed

above shall be paid on a bi-weekly basis. Qualifying Deputies shall be those assigned to the units referenced above as of the first day of the month in which the payments are to be made. TEC pay will be allowed for up to two (2) different skills for Deputies who satisfy more than one (1) criteria subject to SOP definitions of eligibility criteria.

#### **Section 6.10.01 Presidential and Union Business Leave**

- A. The President of FOP 112, or in his/her absence their designee, shall be granted full-time release for the purpose of performing his/her full-time duties as President of FOP 112 for the administration of this Agreement and for conducting FOP 112 business. Subject to the conditions set forth herein, employees covered by this Agreement may be granted at the request of FOP 112 union business leave for official FOP 112 business for the purpose of attending workshops, conventions, conferences and seminars. Where leave is requested for employees covered by this Agreement to attend workshops, conventions, conferences and seminars, the President of FOP 112 must deliver to the Office of the Sheriff a written request for the leave at least ten (10) working days before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which the leave is requested.
- B. The County will provide one thousand (1,000) hours of union business leave per fiscal year covered by this Agreement for attendance at workshops, conventions, conferences and seminars. No union business leave will be granted pursuant to this Section when the one thousand (1,000) hours has been used up during a fiscal year, and any unused balance of the one thousand (1,000) hours of union business leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for union business leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that FOP 112 will not request union business leave under this Section for business or activities that are detrimental to the Department.

#### **Section 6.10.02 Union Business Communications**

FOP 112 will be permitted to place union-related mail in mail boxes for union members. FOP 112 will be allowed to send approved official electronic messages to its membership through the Chief Assistant Sheriff. FOP 112 agrees to utilize a standard format to send its electronic messages, which will be used to send meeting notifications to its membership. The Sheriff's Office agrees to allow reasonable bulletin board space for approved FOP 112 newsletters, notices, and literature.

#### **Section 6.11.01 Supplemental Life Insurance**

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

### **Section 6.11.02 Accidental Death Insurance**

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

### **Section 6.11.03 Life Insurance For Retirees**

For Deputy Sheriffs who retire on or after July 1, 1995, the County-provided basic life insurance benefits of up to one hundred thousand dollars (\$100,000.00) will not be reduced until the retiree attains age sixty (60). At that time the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the life insurance benefit by fifteen percent (15%) on the first day of the calendar month coinciding with or next following the date of the retiree's attainment of age sixty (60). On each of the next four (4) anniversaries, the retiree's insurance benefit will be reduced by the same dollar amount.

### **Section 6.12 Insurance Premiums**

- A. During Calendar Year 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option insurance plan for any employee or retiree who elects to participate in the program. Participating employees and retirees shall contribute the remaining twenty-seven percent (27%). Effective January 2018 the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees and retirees shall contribute the remaining thirty percent (30%).

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

- B. In Calendar Years 2017 and 2018, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees, defined as any deputy sheriff who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-seven percent (27%). Bargaining unit members who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph A above.
- C. During Calendar Year 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any

employee or retiree who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%). Effective January 1, 2018, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee or retiree who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

- D. In Calendar Years 2017 and 2018, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees, defined as any deputy sheriff who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-two percent (22%). Bargaining unit members who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph C. above.
- E. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County. This benefit option is not available to retirees.
- F. During Calendar Year 2017 the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Effective January 2018, County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.
- G. In Calendar Years 2017 and 2018, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees, defined as any deputy sheriff who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). Bargaining unit members who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph F above.
- H. The County has agreed to extend certain provisions of this article to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.

The County will not make a contribution towards the premium for the vision care program, the retiree will pay a hundred percent (100%) of the premium for this program. The prescription drug plan credit is not available to retirees. However, the parties expressly understand and agree that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

- I. An employee or retiree can elect to enroll in the Preferred Provider Organization (PPO) or Dental Maintenance Organization (DMO) dental plans. The employee or retiree pays one hundred percent (100%) of the cost of these plans, if they elect to enroll in either of the plans.
- J. Employees may choose to enroll in a Long-Term Disability (LTD) Program offering fifty percent (50%) or sixty percent (60%) up to the specified plan maximum of their annual salary up to the normal social security retirement age. Employees will pay one hundred percent (100%) of the cost of whichever option is chosen. This benefit plan option is not available to retirees.
- K. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to two thousand five-hundred fifty dollars (\$2,550.00) in a medical flexible spending account. This benefit plan option is not available to retirees.
- L. The County shall contribute one hundred percent (100%) of the monthly premium for County basic life insurance (BLI) for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000.00). Employees may purchase extra life insurance (XLI) in multiples of one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00), which includes the basic life insurance amount provided by the County. Employees will pay for the XLI coverage at rates based on their age and salary. Employees may choose to reduce their BLI to one (1) times their annual salary and receive a credit. Refer to Section 6.11.03 that outlines the life insurance coverage the County provides to retirees.
- M. The County agrees to meet and consult with FOP 112 for a reasonable period of time, but no later than 60 days prior to any change, before implementing changes in health benefits (including medical, prescription drug, dental and vision care programs) provided to employees covered by this Agreement. The parties shall establish a six-member committee (3 from each party) for purposes of these discussions. As a required part of these meetings and consultations, the County agrees to invite representatives of FOP 112 to meet with the health care consultants and contractors used by the County in selecting and contracting for these benefits. The County further agrees to respond as promptly as practicable to reasonable requests for relevant information that may be requested by FOP 112.
- N. The County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

### **Section 6.13 Sick Leave Bank**

- A. The Union shall have the right to establish and maintain a "Sick Leave Bank." Such sick leave shall be accumulated through voluntary donations of sick leave by bargaining unit members. This leave may then be transferred to the account of another bargaining unit member with zero leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee.

- B. The administration of this leave bank shall be the responsibility of the Union. Parties are to develop an agreed-to form to be used for transferring sick leave under this provision. The County agrees to maintain the records of the sick leave bank and shall only transfer sick leave from this bank to the account of an employee upon receiving written authorization from the Union. The use of such sick leave is subject to approval by the Sheriff or his/her designee.

## **ARTICLE 7 -- SUPPLEMENTAL RETIREMENT BENEFIT**

### **Section 7.01 Benefit Accrual and Amounts**

- A. Effective June 30, 1985, employees covered by this Agreement shall commence participation in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program is determined as follows:
  - 1. Benefit accrual is at the rate of four tenths of one percent (0.4%) times the number of years of actual and continuous service the employee has as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 5.05.
  - 2. Pursuant to subparagraph 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 Section 7.05.

### **Section 7.02 Vesting**

- A. Minimum Continuous Service Requirements. No employee covered by this Agreement shall be entitled to any benefit described in this Article 5 until the employee has completed a minimum of five (5) years of actual and continuous service as a Deputy Sheriff for Prince George's County.
- B. Vested Benefit. An employee completing the minimum continuous service requirements of subsection A., above, shall be entitled to receive a monthly benefit as determined pursuant to Section 7.01.

### **Section 7.03 Benefit Payment**

- A. The benefit accrued by an employee under either Section 7.01 or Section 7.02, above, shall not be payable until retirement at the earliest of the following:
- B.
  - 1. The date on which the employee reaches twenty-five (25) years of actual and continuous service;

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

#### **Section 7.04 Funding**

The cost of funding the supplemental retirement benefit described in this Article 7 will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 1999, the employee contribution will be five and two-tenths of one percent (5.2%). The County shall contribute such amounts as are actuarially determined to be required to provide for the benefits under the Plan.

#### **Section 7.05 Definitions**

- A. Actual Service means service while employed as a Deputy Sheriff of Prince George's County. Actual Service shall also mean the service indicated for employees covered by this Agreement who are identified in the May 4, 1984 Memorandum of Understanding between the parties.
- B. 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.
- C. Compensation means the basic compensation actually received by an employee for service rendered as a Deputy Sheriff for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.
- D. Continuous Service means the most recent unbroken period of employment as a Deputy Sheriff for Prince George's County. Continuous Service shall also include the service indicated for employees covered by this Agreement who are identified in the May 4, 1984 Memorandum of Understanding between the parties.

#### **Section 7.06 Pension Plan Modifications Effective July 1, 1989**

Effective July 1, 1989, the benefit accrual rate in subparagraph 7.01(1), above, shall be increased to six tenths of one percent (0.6%) and the maximum benefit payable under subparagraph 7.01(2), above, shall be increased to fifteen percent (15%).

#### **Section 7.07 Hold Harmless For Supplemental Retirement and Leave Payout**

Fiscal Year 1996/Fiscal Year 1997 Merit. For any employee covered by this Agreement who

retires during the period from July 1, 2007 through June 30, 2009, "Average Annual Compensation" as that term is defined in Section 7.05. (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Year 1996 and Fiscal Year 1997 but for the deferral of such step increases in those years.

Fiscal Years 2010, 2011, 2012 2013, 2016, 2017 and 2018 Merits. For any employee covered by this Agreement who retires during the term of this Agreement, "Average Annual Compensation" as that term is defined in Section 7.05 (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Years 2010, 2011, 2012 2013, 2016, 2017 and 2018.

#### **Section 7.08 Supplemental Retirement Benefit Plan Modifications Effective July 1, 1992**

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

#### **Section 7.09 Supplemental Retirement Benefit Plan Modifications Effective January 1, 1999**

Effective January 1, 1999, the benefit accrual rate in Section 7.08 above shall be increased from eight tenths of one percent (0.8%) to one percent (1%) per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty percent (20%) to twenty-five percent (25%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty percent (30%).

#### **Section 7.10 Supplemental Retirement Benefit Plan Modifications Effective July 1, 2001**

Effective July 1, 2001, the benefit accrual rate in Section 5.09 above shall be increased from one percent (1%) to one and two-tenths percent (1.2%) per year for up to twenty-five (25) years of service for an increase in normal retirement benefit from twenty-five percent (25%) to thirty percent (30%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefits accrual rate of one and two-tenths percent (1.2%) per year for a total maximum benefit of thirty-six percent (36%).

#### **Section 7.11 Disability Benefits**

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

## **Section 7.12 Deputy Sheriff Pension Plan**

### **A. Establishment of the Plan**

1. Employees covered by this Agreement may elect to commence participation in the Deputy Sheriff Pension Plan (the Plan) (established by amending the Supplemental Retirement Benefit Plan) in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan described in Sections 7.01 through 7.10, above. The Plan will be implemented on July 1, 1996. Establishment of the Plan is contingent on approval of the Plan by the County Council and the State, on the transfer of the appropriate assets from the State Retirement/Pension Systems to the County and is also contingent on IRS tax qualification.

### **B. Benefit Accrual and Amounts**

#### **1. Normal Benefit**

- a. Normal benefit accrual is at the rate of two percent (2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 7.12.G., below. Additional benefit accrual may be earned for years twenty-six (26) through (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-one percent (61%).
- b. Effective January 1, 1999, normal benefit accrual is at the rate of two and two tenths percent (2.2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty- five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 7.12.G., below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years twenty-six (26) through (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-six percent (66%).
- c. Effective July 1, 2001, normal benefit accrual is at the rate of two and five-tenths percent (2.5%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty (20) - years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 7.12.G., below, for a normal retirement benefit of fifty percent (50%). Additional benefit accrual may be earned after twenty years through thirty (30) at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is seventy-five percent (75%).

- d. Effective July 1, 2003, normal benefit accrual is at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 7.12.G., below, for a normal retirement benefit of sixty percent (60%). Additional benefit accrual may be earned after twenty (20) years through thirty (30) at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is eighty-five percent (85%).
- e. Effective July 1, 2013, for employees with less than five (5) years of service credit as of July 1, 2013, normal benefit accrual is at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff for the first twenty (20) years of actual and continuous service, and at the rate of (2.5%) per year for additional years of service up to twenty-five years of service, multiplied by the employee's average annual compensation, as determined pursuant to Section 7.12.G below, for a normal retirement benefit of 72.5% after twenty-five years of service. Additional benefit accrual may be earned after twenty-five (25) years through thirty (30) years at the rate of two and five-tenths percent (2.5%) per year.
- f. Upon enactment of the legislation implementing this Agreement, the maximum benefit payable is eighty-five percent (85%) of the employee's average annual compensation. However, in the case of an employee hired prior to January 4, 1995 and who has reached thirty (30) years of actual and continuous service as of December 31, 2013 (or such earlier date should the employee retire prior to December 31, 2013), such employee will not be subject to the 85% maximum benefit but rather will be frozen at the benefit rate that the employee would have been entitled utilizing applicable leave balances had the employee retired on December 31, 2013 (or such earlier date should the employee retire prior to December 31, 2013).

## 2. Disability Benefit

### a. Job Related

- 1. Effective July 1, 1999, the benefit for a job related disability is seventy percent (70%) of the employee's average annual compensation, as determined pursuant to Section 7.12.G. below, during the employee's first year of disability retirement. Thereafter, effective July 1, 2001, the job related disability benefit is reduced to sixty percent (60%) of the employee's annual average compensation.
- 2. Deputy Sheriffs who are disabled (service connected) after twenty (20) years of service will remain eligible for a service connected disability retirement. Effective July 1, 2001, subject to approval by the Internal Revenue Service,

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

3. For purposes of determining eligibility for line-of-duty disability retirement benefits under Section 7.12 B.2.a., any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability shall be presumed to be a service connected disability and to have been suffered in the line of duty and as a result of his/her employment.
4. It is the intention of this Section that any participant, who suffers from a condition or impairment of health caused by heart disease or hypertension, shall receive service connected disability benefits from the Plan unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

b. Non-Job Related

1. Effective July 1, 2001, the benefit for a non-job related disability is equal to a benefit calculated on the regular service formula for a normal benefit pursuant to Section 7.12.B.1., above, but will not be less than thirty percent (30%) of the employee's average annual compensation, as determined pursuant to Section 7.12.G., below. To be eligible for the benefit, the employee must have completed five (5) years of actual and continuous service as a Prince George's County Deputy Sheriff.
- c. Effective July 1, 2001, the Plan will be amended to permit a comprehensive plan participant, who otherwise qualifies for a job related or non-job related disability retirement benefit, to remain entitled to such benefit even if the participant is providing any compensated service to the Sheriff's Department of Prince George's County as a civilian employee. Any comprehensive plan participant on disability retirement hired as a civilian employee of the Sheriff will be treated as a brand new civilian employee, that is, he/she does not get service credit for pension, leave approval, etc. based on his/her previous service as a Deputy Sheriff.
3. Death Benefit. Upon the death of a Plan participant, one of the following benefits will be payable, as appropriate:
  - a. Prior to retirement and prior to the participant's normal retirement date, the participant's surviving spouse will receive the participant's contributions to the Plan

with interest.

- b. Prior to retirement and after the participant's normal retirement date, the participant's surviving spouse shall receive a pension equal to fifty percent (50%) of the actuarially reduced pension the participant would have received [if] he/she retired the day before his/her death and elected a joint and survivor annuity.
- c. After retirement, the participant may elect a joint and survivor benefit (actuarially reduced for his/her surviving spouse) or the payment of any of the participant's remaining contributions plus interest to the participant's designated beneficiary.

4. Cost Of Living (COL) Increases

- a. In January of each year, beginning in January 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post- retirement increase fund."
- b. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in paragraph 4.c., below.
- c. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to paragraph 4.a., above, provided:
  - 1. Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.
  - 2. Beginning in January 2000, the maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month.
  - 3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten-dollar (\$10.00) benefit increase.
- d. Any amount in the "post-retirement increase fund" described in paragraph 4.a. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 4.c.2. or less than an amount necessary to provide the minimum benefit described in paragraph 4.c.3. will be transferred (returned) to the general pension fund assets.
- e. The phrase "actuarially calculating the lifetime benefit" in subparagraph 4.c., above, means that the Plan's actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at

the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

- f. In Fiscal Year 2008 and again in Fiscal Year 2009 each retiree will be provided with a bonus check of four hundred twenty dollars (\$420.00).
- g. Notwithstanding any of the provisions above, effective the first full pay period in February 2020, each eligible retiree will receive a minimum increase of \$420.00 annually, payable in monthly installments of \$35.00

5. Pop-back of Benefits.

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

6. Contingent Annuitant after Retirement

Effective Fiscal Year 2006, a retiree receiving benefits who marries after retirement may, within ninety (90) days of marriage, reduce his or her retirement benefit and name the new spouse as a contingent annuitant, provided there is no actuarial cost to the County and there is sufficient evidence of insurability.

C. Vesting

- 1. Minimum Continuous Service Requirements. No employee covered by this Agreement shall be entitled to a normal benefit provided by the Plan until the employee has completed a minimum of five (5) years of actual and continuous service as a Deputy Sheriff for Prince George's County.
- 2. Minimum Continuous Service Requirements for bargaining unit employees hired after April 30, 2016. Bargaining unit employees hired after April 30, 2016 shall not be entitled to normal benefit provided by the Plan until the employee has completed a minimum of ten (10) years of actual and continuous service as a Deputy Sheriff for Prince George's County.
- 3. Vested Benefit. An employee completing the minimum continuous service requirements of subsection 1. above shall be entitled to receive a monthly benefit as determined pursuant to Section 7.12.B.1.

D. Benefit Payment. The benefit accrued by an employee under either Section 7.12.B.1. or

7.12.C., above, shall not be payable until the latest of the following:

1. For employees with more than five (5) years of service credit as of July 1, 2013:
    - a. The date on which the employee reaches either twenty (20) years of actual and continuous service or age fifty-five (55) with five years vested, whichever occurs earlier; or,
    - b. The date on which the employee either reaches age fifty-five (55) with five (5) years of service (vested) or would have reached twenty (20) years of actual and continuous service had the employee not separated from service as a Deputy Sheriff for Prince George's County, whichever occurs earlier; or,
    - c. The date on which the employee actually separates from employment as a Deputy Sheriff for Prince George's County.
  2. For employees with less than five (5) years of service credit as of July 1, 2013:
    - a. The date on which the employee reaches either twenty-five (25) years of actual and continuous service or age fifty-five (55) with five years vested, whichever occurs earlier; or,
    - b. The date on which the employee either reaches age fifty-five (55) with five (5) years of service (vested) or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Deputy Sheriff for Prince George's County, whichever occurs earlier; or,
    - c. The date on which the employee actually separates from employment as a Deputy Sheriff for Prince George's County.
- E. Funding. The cost of funding the Plan will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 2003, the employee contribution shall be ten percent (10%) of salary. Such increase in contribution rate shall begin effective following the next actuarial report for the pension plan issued after July 1, 2003, and after the Board of Trustees has approved such increase. Employees hired on or after July 1, 2005, will contribute eleven percent (11%) of their salary. The County shall contribute such amounts as are actuarially determined to be required to provide for the benefits under the Plan.
- F. Purchase of Service with Accrued Leave. Effective July 1, 1995, the Deputy Sheriff's new pension plan will be modified to provide the purchase of one (1) month additional creditable service with accrued leave: either forty (40) hours of annual leave or eighty (80) hours of sick leave.
1. Purchase of Service with Accrued Leave for new bargaining unit employees. For bargaining unit employee hired after April 30, 2016, the Deputy Sheriff's pension plan

will be modified to provide the purchase of one (1) month additional creditable service with accrued leave: either eighty (80) hours of annual leave or eighty (80) hours of sick leave.

#### G. Definitions

1. Actual Service means service while employed as a Deputy Sheriff of Prince George's County.
  - a. Actual Service shall also mean the service indicated for employees covered by this Agreement who are identified in the May 4, 1984, May 5, 1996 and November 5, 1998 Memoranda of Understanding executed between the parties pursuant to Section 7.05A, above.
  - b. A Deputy's years of service will be determined by the greater of County credited service, described in the two paragraphs immediately above, or the Deputy's credited service under the State Retirement/Pension Plans, provided, however, that use of credited service under the State Retirement/Pension Plans is contingent on the transfer of assets from previous employer(s) and employee contributions, if applicable, for each year counted.
2. Average Annual Compensation means an amount computed by dividing by two (2) the compensation actually received by an employee during whatever period of twenty-four (24) consecutive months of continuous service will provide the largest total compensation for any such period.
3. Compensation means the basic compensation actually received by an employee for service rendered as a Deputy Sheriff for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.
4. Continuous Service means the most recent unbroken period of employment as a Deputy Sheriff for Prince George's County. Continuous Service shall also include the service indicated for employees covered by this Agreement who are identified in the May 4, 1984, Memorandum of Understanding between the parties pursuant to Section 7.05.D., above, and any additional service credited under the State Retirement/Pension Plans pursuant to paragraph G.1., above.

#### H. Joint Study Committee

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

- I. 1. 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 G (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Year 1996 and Fiscal Year 1997 but for the deferral of such step increases in those years.

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

#### J. Drop Plan

The County and FOP 112 agree to form a Joint Study Committee, upon the enactment of this Agreement, to study the question of whether it would be desirable and feasible to modify the current pension plan to add a Deferred Retirement Option Plan (DROP).

#### Section 7.13 IRS Pickup Plan

- A. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 7.04 (Funding) and Section 7.12, E. (Funding) hereof. Such amounts:
  1. are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;
  2. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;
  3. shall be paid by the County from the same source of funds that is used to pay compensation to the employee;
  4. shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.
- B. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

**Section 7.14 Pension Plan Modifications Effective July 1, 1997**

The Memorandum of Understanding, dated May 8, 1996, which provided four (4) participants in the Deputy Sheriff Comprehensive Pension Plan with pension credit for County employment before a break in their service will be amended to permit those plan participants to receive credit for that service toward normal retirement provided this can be achieved at no additional cost to the County or to the Deputy Sheriff Comprehensive Pension Plan.

**Section 7.15 Military Service Credit**

Military service credited under the comprehensive Pension Plan pursuant to Section 7.12(G)(1) as a result of a State System participant's transfer to the Comprehensive Pension Plan shall be credited as actual service toward normal retirement. The Comprehensive Pension Plan will be amended to permit Deputy Sheriffs to purchase up to two (2) years of military service, other than military service credited pursuant to Section 7.12(G)(1), to be credited after normal retirement at no cost to the Plan. "Up front" military service as identified in the November 19, 2002 Memorandum of Understanding between the parties shall be granted to the nine (9) employees identified in such Memorandum of Understanding.

**Section 7.16 Lateral Transfer**

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

**ARTICLE 8 -- SAFETY**

- A. The Sheriff, the County, and FOP 112 recognize and understand that because of the nature of the work performed by employees covered by this Agreement, the promotion of safety and health in the work environment is an important and mutually desirable objective. The Sheriff, the County, and FOP 112 therefore agree to cooperate to the fullest extent in the promotion of safety and health.
- B. The Sheriff and FOP 112 further agree to establish a joint Sheriff's Office/FOP 112 Safety Committee for the purpose of promoting job safety, health and addressing other working conditions. The Committee shall consist of six (6) members, three (3) representing the Sheriff and three (3) representing FOP 112. The Sheriff shall designate three (3) members of his staff. One (1) of these representatives shall be at the rank of Major or above. FOP 112 representatives shall be the FOP 112 President and two (2) members designated by the President to serve on the Committee. Any member so designated shall serve for a term of at least one (1) year. The Committee shall be co-chaired by the FOP 112 President and the representative so designated by the Sheriff. The Committee shall meet quarterly, to study and/or investigate safety and health issues and other working conditions. The co-chairman shall confer prior to each meeting and agree upon an agenda not later than one (1) week prior to the next meeting. Both the Sheriff and FOP 112 may place safety and health and other working condition issues on the agenda. The Sheriff will indicate, in writing, what

actions if any he will take on the recommendations that are submitted to the Sheriff by the Joint Sheriff/FOP 112 Safety Committee.

- C. No Deputy shall be ordered on extraditions, to work in transportation, courtroom security or service of criminal/civil process with anyone who is not a full time employee of the Office of the Sheriff or another law enforcement agency, except in the event that no full time Deputy Sheriff is available for the assigned duty.

## **ARTICLE 9 -- COOPERATION**

### **Section 9.01 Labor-Management Committee**

The FOP 112 President and two (2) other employees covered by this Agreement and designated by the FOP 112 President shall participate with Management on a Labor-Management Committee. The Committee may meet as issues arise at times convenient to both parties, but not more than once a month unless so agreed by the parties. The party requesting a meeting of the Labor-Management Committee shall give the other party written notice of agenda item(s).

### **Section 9.02 Promotional Joint Study Committee**

A joint Labor-Management Committee will be established to study the issues related to the promotional process for Deputy Sheriffs covered by this Agreement. The Committee shall consist of representatives of the County Office of Human Resources Management, the Office of the Sheriff and FOP 112. Committee recommendations will be made to the Sheriff for review, comment and forwarding to the Chief Administrative Officer. The Chief Administrative Officer will have the discretion to accept or reject the recommendations. The parties understand that the willingness of the County to discuss the promotional issues with FOP 112 during bargaining does not waive the County's position that promotional policy and rank structure constitute non-mandatory subjects of bargaining.

### **Section 9.03 Employee Roster**

A roster shall be furnished by the Office of the Sheriff to FOP 112 at the beginning of each 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 FOP 112 at its request.

### **Section 9.04 FOP Pin**

Employees shall be allowed to wear a FOP pin having a maximum size of 1.5 centimeters in diameter on their official Office of the Sheriff uniforms above their name tags.

### **Section 9.05 Proposed Changes Provision**

The County agrees to provide FOP 112 with at least ten (10) working days written notice of all proposed changes (including additions and deletions) to the General Orders or Standard

Operating Procedures. FOP 112 may use that time period to review and provide written comment to the Sheriff on the proposed changes. This provision is for informational purposes and is not intended to restrict in any fashion the County's right, consistent with applicable law and this Agreement, to implement these types of changes.

## **ARTICLE 10 -- PERSONAL CAR PROGRAM**

All Sworn Deputy Sheriffs, who have successfully passed their Field Training Period, shall be issued a Departmental vehicle that is of a type suitable for general law enforcement use and purpose.

## **ARTICLE 11 -- TRAINING**

All mandatory training for sworn personnel shall be determined by the Sheriff. Sworn personnel shall be required to complete all training sessions at the time and place and before the deadline established by the Training Coordinator. Sworn personnel shall be required to complete mandatory training for all agency equipment and weapons as designated by the Sheriff.

## **ARTICLE 12 -- EQUIPMENT**

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

## **ARTICLE 13 -- TRANSFERS**

- A. Notification of transfer shall be given no less than two (2) weeks prior to the effective date of the transfer, except when unusual operational needs necessitate less notice or the employee waives the two-week notice requirement.

## **ARTICLE 14 -- STAFFING**

The Sheriff and the County understand the nature and dangers of the duties of Deputy Sheriffs and agree that it is their responsibility to provide a safe and healthy work environment. The Sheriff agrees to promulgate General Orders and Standard Operating Procedures regarding minimum safe staffing levels for normal and emergency operations.

## **ARTICLE 15 -- PROMOTIONS**

### **Section 15.01 Promotion Procedures**

- A. All promotional announcements will be electronically mailed to eligible Deputies at the

County electronic mail address and to the Personnel Section of the Office of the Sheriff at least 90 days in advance of the application/announcement closing date.

- B. Applications for such promotions shall be filed electronically with the Office of Human Resources Management.
- C. The raw score for written promotional tests will be available to the employee the same day as the test is given.
- D. The County shall establish each eligibility list for promotions no later than twenty (20) days after issuance of any final appeal decisions and the implementation of any issues arising out of those decisions. Eligibility lists for all competitive ranks will be issued at the same time.

#### **Section 15.02 Written Examination Appeal Process**

- A. A written appeal of any questions from a written promotional examination must be filed by the aggrieved Deputy with the Joint FOP 112/Command Staff Appeal Board within five (5) working days of test review. This appeal shall result in the review of appealed questions, said review to be performed by the Joint FOP 112/Command Staff Appeal Board ("Joint appeal Board"). The findings of this review shall be rendered within ten (10) working days of the deadline for filing appeals, and these findings shall be provided, in writing, to the employee who filed the appeal. Copies of any granted appeal shall be made available to any employee who took the examination and may be affected by said granted appeal. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the grievance and Arbitration Procedure of the Agreement.
- B. A Joint Appeal Board shall be composed of five (5) members, including three (3) members of the Deputy Sheriff's Association (members to be at the rank or higher of promotion in question), and two (2) members of the Command Staff. FOP 112 members serving on the Joint Appeal Board shall be selected by the FOP 112 President from a pool of officers who did not participate in the current promotional cycle. One (1) of the three (3) members of the Joint Appeal Board appointed by FOP 112 may be the FOP 112 President, whether or not that officer holds the rank of or higher of the member in question. The Command Staff members serving on the Joint Appeal Board shall be selected by the Sheriff. The Board will review the appeal and vote on their decision to grant or deny the appeal. The majority vote will be the ruling vote.

#### **Section 15.03 Promotional Skills Assessment Process**

- A. After passing the written exam and prior to participating in the skills assessment process, candidates will be given an overview of the skills assessment process.
- B. An aggrieved Deputy who wishes to appeal the results of a promotional skills assessment, based on the unfair or unequal administration of the skills assessment process or the effects

thereof on a candidate's skills assessment response, may do so by filing a written appeal with the Joint FOP 112/Command Staff Appeal Board within five (5) working days of the skills assessment review. Such appeals shall be directed to the Joint Appeal Board c/o the Director, Office of Human Resources Management. The Joint Appeal Board shall consider appeals pertaining to the unequal or unfair administration of the skills assessment process or the effects thereof on a candidate's skills assessment response, but not appeals pertaining to the benchmarks chosen to demonstrate a candidate's Knowledge, Skills and Abilities. The Joint Appeal Board shall consider each appeal and issue its findings in writing within twenty (20) working days after the last appeal is heard. The decisions rendered by the Joint Appeal Board shall be final and binding, and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

C. The time limits set forth in the above sections may be extended by agreement of the parties.

## **ARTICLE 16 -- GRIEVANCE PROCEDURE**

Any question arising out of and during the term of this Agreement involving an interpretation or application of any of the express provisions of this Agreement shall be considered a grievance and subject to resolution pursuant to the following procedures:

### **1. Step 1.**

- a. When an employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the FOP 112 President, within ten (10) working days after the occurrence of the violation, shall file with the Sheriff a written notice of the grievance. The written notice must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.
- b. Upon receipt of a grievance, the Office of the Sheriff will either process the grievance itself or refer it to the County Office of Human Resources Management for processing depending on whether the grievance is based on actions taken by, and under the jurisdiction of, the Office of the Sheriff or the County. The Office of the Sheriff will notify FOP 112 if the grievance is referred to the County. The County or the Office of the Sheriff, as applicable may take up to thirty (30) working days to complete its investigation. Within said thirty (30) day period, the aggrieved employee, the President of FOP 112 and a representative of the County or the Office of the Sheriff, as applicable, will meet at a mutually agreeable time and endeavor to adjust the matter. The County or the Office of the Sheriff, as applicable, will provide FOP 112 with a written response to the grievance not later than seven (7) working days following the meeting. If the parties fail to resolve the grievance at this Step 1, either the FOP 112 President, or the County or the Office of the Sheriff, as applicable, may, within ten (10) working days after the grievance has been denied or not adjusted at Step 1, provide to the other party, notice of intent to arbitrate said grievance. Time limits as provided for herein may be extended by

mutual agreement of the parties.

2. Step 2.

- a. In the event that the parties are unable to agree on an arbitrator, FOP 112 and the County or the Office of the Sheriff, as applicable, shall request the American Arbitration Association to provide them with a list of arbitrators from which the arbitrator shall be selected. The rules of the American Arbitration Association shall govern the selection of the arbitrator and the conduct of the arbitration.
- b. The decision of the arbitrator shall be specifically limited to the matter submitted to him/her. He/she shall have no authority in any manner to amend, alter or change any provision of this Agreement. The decision of the arbitrator shall be final, binding and conclusive on FOP 112, County and/or the Office of the Sheriff, and the employee involved. The fees and expenses of the arbitrator shall be evenly split between FOP 112 and the County, or FOP 112 and the Office of the Sheriff, as applicable.

#### **ARTICLE 17 -- BARGAINING UNIT WORK**

Deputy Sheriffs will continue to perform all bargaining unit work performed as of June 30, 2001, except as otherwise provided in the "Memorandum of Understanding on Staffing Issues Related to the District Court".

#### **ARTICLE 18 -- SECONDARY EMPLOYMENT**

- A. After the Office of the Sheriff initially approves any requested law enforcement secondary employment site/entity location or grants approval to an individual Deputy Sheriff to work secondary employment, requests will be annually reviewed, approved and/or renewed by the Sheriff or his designee.
- B. Should the site/entity or the Deputy conflict with provisions in the General Order Manual, then the site/entity and/or the Deputy's secondary employment privileges may be suspended until a review is completed. Subsequent to this review, the site/entity or Deputy may be required to seek permission for re-approval and resumption of the secondary employment privilege. Approval is at the discretion of management, but shall not be unreasonably denied.
- C. Notwithstanding the above, if the Office of the Sheriff learns that an event is being held at a site/entity, which site/entity has been previously approved, the Sheriff retains the right to withdraw approval for secondary employment at such event if secondary employment at such event would bring disrepute to the Office of the Sheriff.
- D. Secondary employment which is not related to law enforcement duties or authority will require notification by the Deputy Sheriff to the agency, but approval shall not be required.

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

Upon initial printing, the County shall provide twenty-five (25) copies of this Agreement to FOP 112 for its distribution at no cost to the Union. The County also agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet.

## **ARTICLE 20 -- MISCELLANEOUS**

In order to facilitate the scheduling of leave, every division within the Office of the Sheriff will maintain a leave calendar which will be available for inspection by bargaining unit members.

## **ARTICLE 21 -- CONSIDERATION FOR POLICE OFFICER VACANCIES**

- A. In the event any employee covered by this Agreement is separated from employment as a result of a reduction-in-force, upon the employee's request, he/she will be given preference, pursuant to Section 16-148 of the Personnel Law, for police officer openings in the Police Department which occur during one (1) year following separation.
- B. In the event any Deputy Sheriff covered by this Agreement is separated from employment as a result of a reduction-in-force, upon the employee's request, he/she will be given preference, pursuant to Section 16-148 of the Personnel Law, for police officer openings in the Police Department which occur during one year following separation.

## **ARTICLE 22 -- SAVINGS CLAUSE**

In the event that any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision and shall leave unaffected the remainder of this Agreement. Upon issuance of such a decision, the Employer and FOP 112 agree to immediately negotiate a substitution for the invalidated Article, Section or portion thereof.

## **ARTICLE 23 -- REVIEW AND EXPUNCTION OF PERSONNEL FILES**

The county agrees to remove all derogatory information three years or older from the employee personnel file, if requested to do so in writing by the employee in accordance with LEOBR.

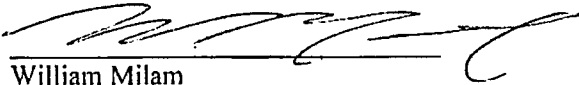
## **ARTICLE 24 -- DURATION**

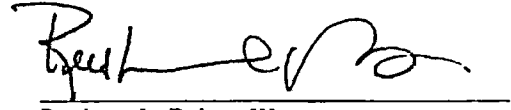
- A. This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020.
- B. This Agreement shall be automatically renewed from year to year after June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019 (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 16 day of August, 2018, in Largo, Prince George's County, Maryland.

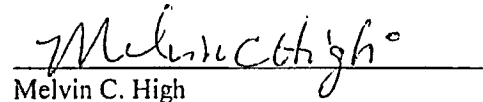
FOR FRATERNAL ORDER OF POLICE 112,  
PRINCE GEORGE'S COUNTY SHERIFFS LODGE INC.

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND\*

  
William Milam  
President

  
Rushern L. Baker, III  
County Executive

FOR THE OFFICE OF THE SHERIFF  
OF PRINCE GEORGE'S COUNTY,  
MARYLAND

  
Melvin C. High  
Sheriff of Prince George's County,  
Maryland

\*Under the Annotated Code of Maryland, Courts and Judicial Proceedings Article Section 2-309 (r)(4), the County Executive is the employer of the sworn employees in the Office of the Sheriff only for the purpose of collective bargaining for compensation, including pension, fringe benefits, and hours. The Sheriff is considered the employer for purposes of collective bargaining for other terms and conditions of employment.

**ATTACHMENT A -- UNIFORM WAGE SCALE**UNIFORM WAGE SCALE

Effective July 2, 1989, the current modified "MIN-MAX" system in effect for all members of the bargaining unit will be replaced by the Uniform Wage Scale contained in this Attachment A and described below.

DESCRIPTION OF THE UNIFORM WAGE SCALE

- A. For each rank of Deputy Sheriff in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step 0 through Step 14: Deputy Sheriff Private - W21; Deputy Sheriff First Class - W22; Deputy Sheriff Corporal - W24; Deputy Sheriff Sergeant - W25; and, Deputy Sheriff Lieutenant - W27. The percentage values of the intervals between steps are three and one-half percent (3.5%) from Step 0 through Step 11 and three percent (3%) for the three (3) remaining intervals from Step 11 through Step 14.
- B. An employee will be eligible to advance to the next step for his/her rank on his/her anniversary date at the rate of one (1) step per year up to and including Step 12, provided that he/she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step 12, an employee will be eligible to advance to Steps 13 and 14 after three (3) years of service at each step (that is, after having completed fifteen (15) and eighteen (18) years of service, respectively), provided that his/her performance for the applicable period has been evaluated as satisfactory.
- C. Employees covered by this Agreement and hired before July 1, 1989 will keep the anniversary dates that they held on July 1, 1989 for as long as they are continuously employed. Employees hired on or after July 1, 1989 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.
- D. Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps).
- E. Employees (including those hired and placed on the wage scale above their years of service) advance one step per year.
- F. Advancement to steps for lateral transfers from the Prince George's County Police Department will be based on actual years of service as a Deputy Sheriff and Prince George's County Police Officer combined.

MASTER DEPUTY PROGRAM (PROGRAM)

- A. The Program covers promotions to the rank of Deputy Sheriff First Class and Deputy Sheriff Corporal. Promotions to the ranks of Deputy Sheriff First Class and Deputy Sheriff

Corporal are based on the time-in-grade requirements, performance evaluations and written examinations described in paragraphs 1, 2 and 3 below. The current rank designations of Deputy Sheriff Private, Deputy First Class and Deputy Sheriff Corporal will be maintained.

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

- a. Deputy Sheriff First Class.

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

- b. Deputy Sheriff Corporal.

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

2. PERFORMANCE EVALUATION

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

3. WRITTEN EXAMINATION

- a. Examinations under the Program will be administered in April of each year.

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

- B. Candidates who have received an evaluation of "Promotable" and who have achieved a written examination score of seventy percent (70%) or better shall be deemed "qualified"

for promotion. Candidates qualified for promotion under the evaluation and written examination process will be promoted effective the first day of the first full pay period beginning on or after July 1 of the calendar year in which the test is administered. Promotions under this program shall be valued at two (2) three and one-half percent (3.5%) steps.

- C. Nothing contained in the Program is intended to modify the relationship between the disciplinary process and the promotion process. A candidate who is qualified for promotion under paragraphs A and B, above, and who is under an investigation which could lead to a disciplinary action shall have his or her promotion held in abeyance pending the final outcome of the disciplinary process. If the Deputy Sheriff involved is still deemed qualified for promotion after the disciplinary process is completed, the Deputy Sheriff will be promoted retroactive to the appropriate effective date stated in paragraph B, above.
- D. The parties understand that the willingness of the County to discuss the promotional issues with FOP 112 during bargaining regarding a Master Deputy Program does not waive the County's position that promotional policy and rank structure constitute non-mandatory subjects of bargaining.

#### IMPLEMENTATION OF THE UNIFORM WAGE SCALE

- A. Fiscal Year 1990: Effective July 2, 1989, employees covered by this Agreement, after receiving the four percent (4%) cost of living adjustment, will be placed on the Uniform Wage Scale at the step for their rank which is immediately above their annual salary.
  - 1. However, an employee whose salary, when adjusted for the four percent (4%) cost of living adjustment, exceeds the maximum salary payable at his/her rank will be red-circled at that salary, and will continue to be red-circled. Further, an employee who was hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to the foregoing rules and will maintain the resultant step differential.
  - 2. On their anniversary dates during FY90, all employees will receive a one-step anniversary increase (either three and one-half percent (3.5%) or three percent (3%), depending on their July 2 placement on the Uniform Wage Scale) to the next step on the Uniform Wage Scale unless the employee is at Step 14.
- B. Fiscal Year 1991: On their anniversary dates during FY91, all employees below the step which would be warranted by their years of service will be placed at that step. Employees who are hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to this rule so as to maintain the resultant step differential.

#### MODIFICATIONS TO THE UNIFORM WAGE SCALE-DURING FISCAL YEAR 1995

- A. Effective July 1, 1994, the Uniform Wage Scale is modified as follows:
  - 1. For each rank of Deputy Sheriff in the bargaining unit, there is an established pay

grade on the Uniform Wage Scale. The pay scale for both the rank of Deputy Sheriff Private (W21) and Deputy Sheriff First Class (W22) contains fifteen (15) pay rates (steps) ranging from Step A through Step O. The pay scale for the rank of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant, contains fourteen (14) pay rates (steps) ranging from Step A through Step N.

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

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

1. For the ranks of Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27) one additional pay rate (step) will be added to the pay scale, establishing a fifteen (15) step pay scale ranging from Step A through Step O. The percentage value of the interval between Step N and the new Step O is two and one-half percent (2.5%). Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step 15 after five (5) years of service (that is, after having completed twenty-three (23) years of service) at Step N.
- C. Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to the rate of pay at the step of the promotional grade that corresponds to the Deputy Sheriff's years of service at the grade before promotion (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). Upon promotion to the rank of Deputy Sheriff Sergeant or Deputy Sheriff Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step (for example, Step 10 to Step 10) for the promotional grade (that is, a ten percent (10%) increase).
- D. New salary rates for grade W-19 applicable to employees covered by this agreement in the job classification of Court Security Officer during Fiscal Year 2001 are added to Schedule W, attached hereto and become a part of Attachment A

IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE FISCAL YEAR 1995:

- A. On July 1, 1994, every Deputy will be assigned to the pay step for his or her rank on the modified Uniform Wage Scale with a salary rate identical to the Deputy's salary rate on June 30, 1994.
- B. On his or her anniversary date in Fiscal Year 1995, every Deputy will be eligible to advance to the next step on the modified Uniform Wage Scale, provided that the Deputy's performance for the applicable period has been evaluated as satisfactory.
- C. On June 25, 1995, any Deputy who is not at the pay step for his or her rank which would be warranted by his or her years of service, will be placed at that pay step.

MODIFICATIONS TO THE UNIFORM WAGE SCALE -- DURING FISCAL YEAR 1998 and FISCAL YEAR 1999

- A. Effective beginning on July 1, 1997, any Deputy Sheriff covered by this Agreement who completes twenty-three (23) years of actual and continuous service as defined in the Deputy Sheriff Comprehensive Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of twenty-three (23) years of service will be placed at that step on the date that marks the Deputy's completion of those twenty-three (23) years of actual and continuous service and the employee's

anniversary date will be changed, if necessary, to reflect his/her date of hire. Deputies with twenty-three (23) or more years of service as of July 1, 1997 will be placed on Step O as of July 1, 1997 and the Deputy's anniversary date will be changed, if necessary, to reflect his/her date of hire.

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

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

MODIFICATIONS TO THE UNIFORM WAGE SCALE -- DURING FISCAL YEAR 2000 AND FISCAL YEAR 2001

- A. Note: Beginning in Fiscal Year 2000, employees covered by the Agreement who were employed by the Office of the Sheriff during FY96 and/or FY97 received no credit toward merit increase(s) during either of those fiscal years. Thus, the pay steps for such employees who were hired at entry level and employed during both or one of those years will not reflect their actual years of service but will be one or two steps behind until completing their eighteenth (18th) year of service.
- B. Effective July 1, 1999, anniversary dates will be adjusted to the Deputy Sheriff's date of hire as a Deputy Sheriff if different from his/her current anniversary date, so that all Deputies receive their merit steps on the first day on which the Deputy has the required years of service.
- C. Effective the first full pay period beginning on or after July 1, 1999, the interval for grades W-24 and above between Step A to Step B shall be increased from three and one-half percent (3.5%) to four percent (4%), such that all steps at Step B and above on the Uniform Wage Scale shall be increased by one-half of one percent (.5%).
- D. Effective beginning on July 1, 2000, any Deputy Sheriff covered by this Agreement who completes eighteen (18) years of actual and continuous service as defined in the Deputy Sheriff Comprehensive Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of eighteen (18) years of service will be placed at that step on the date that marks the Deputy's completion of those eighteen (18) years of actual and continuous service. Deputies with eighteen (18) or more years of service as of July 1, 2000 will be placed on that step at the beginning of the first full pay period beginning on or after July 1, 2000.

- E. Effective the first full pay period beginning on or after July 1, 2000, Step L for grades W-24 and above shall be applicable after thirteen (13) years of service; Step M shall be applicable after fourteen (14) years of service; Step N shall be applicable after sixteen (16) years of service; Step O shall be applicable after eighteen (18) years of service; Step P shall be applicable after twenty-three (23) years of service; and a new Step Q shall be applicable after twenty-seven (27) years of service. The increment for grades W-24 and above between Steps M to N, N to O, and O to P shall be increased from two and one-half percent (2.5%) to three percent (3%) and a new Step Q shall reflect a two and one-half percent (2.5%) increment.
- F. New salary rates for grade W-19 applicable to employees covered by this Agreement in the job classification of Court Security Officer during Fiscal Year 2001 are added to Salary Schedule W, attached hereto.

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

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

MODIFICATIONS TO THE UNIFORM WAGE SCALE -- DURING FISCAL YEAR 2006 AND 2007

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

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

MODIFICATIONS TO THE UNIFORM WAGE SCALE -- DURING FISCAL YEAR 2008 AND 2009

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

SCHEDULE W - UNIFORM WAGE  
SCALE EFFECTIVE JULY 9, 2006  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+
<b>W21 – DEPUTY SHERIFF PRIVATE</b>															
HOURLY	19,4935	20,1759	20,1759	20,1759	20,1759	20,8820	21,6130	22,3692	23,1523	23,9626	24,8015	25,6696	26,5679	27,4978	28,4602
BIWEEKLY	1559.48	1614.08	1614.08	1614.08	1614.08	1670.56	1729.04	1789.54	1852.19	1917.01	1984.12	2053.56	2125.43	2199.82	2276.82
ANNUAL	40,546	41,966	41,966	41,966	41,966	43,435	44,955	46,528	48,157	49,842	51,587	53,393	55,261	57,195	59,197
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18
<b>W22 – DEPUTY SHERIFF FIRST CLASS</b>															
HOURLY	20,1759	20,8820	21,6130	22,3692	23,1523	23,9626	24,8015	25,6692	26,5680	27,4978	28,4602	29,4564	30,4873	31,5544	32,3432
BIWEEKLY	1614.08	1670.56	1729.04	1789.54	1852.19	1917.01	1984.12	2053.54	2125.44	2199.82	2276.82	2356.51	2438.98	2524.35	2587.46
ANNUAL	41,966	43,435	44,955	46,528	48,157	49,842	51,587	53,392	55,261	57,195	59,197	61,269	63,414	65,633	67,274
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18
<b>W24 – DEPUTY SHERIFF CORPORAL</b>															
HOURLY	22,3692	23,2641	24,0782	24,9210	25,7934	26,6962	27,6304	28,5974	29,5985	30,6344	31,7065	32,8162	33,9648	35,1535	36,2081
BIWEEKLY	1789.54	1861.13	1926.26	1993.68	2063.47	2135.69	2210.43	2287.79	2367.88	2450.75	2536.52	2625.30	2717.18	2812.28	2896.65
ANNUAL	46,528	48,389	50,083	51,836	53,650	55,528	57,471	59,483	61,565	63,719	65,949	68,258	70,647	73,119	75,313
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20
<b>W25 – DEPUTY SHERIFF SERGEANT</b>															
HOURLY	24,6063	25,5905	26,4860	27,4129	28,3724	29,3655	30,3933	31,4572	32,5580	33,6976	34,8770	36,0977	37,3611	38,6688	39,8289
BIWEEKLY	1968.50	2047.24	2118.88	2193.03	2269.79	2349.24	2431.47	2516.58	2604.64	2695.81	2790.16	2887.82	2988.89	3093.50	3186.31
ANNUAL	51,181	53,228	55,091	57,019	59,015	61,080	63,218	65,431	67,721	70,091	72,544	75,083	77,711	80,431	82,844
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17
<b>W27 – DEPUTY SHERIFF LIEUTENANT</b>															
HOURLY	27,0669	28,1495	29,1347	30,1545	31,2100	32,3023	33,4327	34,6031	35,8142	37,0676	38,3650	39,7077	41,0975	42,5360	43,8121
BIWEEKLY	2165.35	2251.96	2330.77	2412.36	2496.80	2584.19	2674.61	2768.24	2865.14	2965.41	3069.20	3176.62	3287.80	3402.88	3504.97
ANNUAL	56,299	58,551	60,600	62,721	64,917	67,189	69,540	71,974	74,494	77,101	79,799	82,592	85,483	88,475	91,129
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14-15	15+

The hourly rates are the July 1, 2006 rates multiplied by 103%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W - UNIFORM WAGE SCALE  
EFFECTIVE OCTOBER 1, 2007  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+
<b>W21 - DEPUTY SHERIFF PRIVATE</b>															
HOURLY	19,493.5	20,175.9	20,175.9	20,882.0	21,612.9	22,369.5	23,152.2	23,962.7	24,801.3	25,669.5	26,568.0	27,497.8	28,460.2	29,456.3	30,340.1
BIWEEKLY	15,594.8	16,140.8	16,140.8	16,704.5	17,290.3	17,899.5	18,521.7	19,170.1	19,841.1	20,535.6	21,254.4	21,998.2	22,768.2	23,565.1	24,272.1
ANNUAL	40,546	41,966	41,966	43,435	44,955	46,528	48,156	49,842	51,587	53,393	55,261	57,195	59,197	61,269	63,107
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18
<b>W22 - DEPUTY SHERIFF FIRST CLASS</b>															
HOURLY	20,882.1	21,612.9	22,369.5	23,152.2	23,962.7	24,801.3	25,669.5	26,567.7	27,497.9	28,460.2	29,456.3	30,487.3	31,554.3	32,658.8	33,475.2
BIWEEKLY	16,704.5	17,290.3	17,899.5	18,521.7	19,170.1	19,841.1	20,535.6	21,254.4	21,998.3	22,768.2	23,565.1	24,388.9	25,243.5	26,127.0	26,780.2
ANNUAL	43,435	44,955	46,528	48,156	49,842	51,587	53,393	55,261	57,196	59,197	61,269	63,414	65,633	67,930	69,629
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20
															21-23
															24+
<b>W24 - DEPUTY SHERIFF CORPORAL</b>															
HOURLY	23,152.2	24,078.3	24,920.9	25,793.2	26,696.1	27,630.5	28,597.4	29,598.3	30,634.4	31,706.6	32,816.2	33,964.8	35,153.5	36,383.9	37,475.4
BIWEEKLY	18,521.7	19,262.7	19,936.8	20,634.5	21,356.9	22,104.4	22,877.9	23,678.7	24,507.6	25,366.3	26,253.0	27,171.8	28,122.8	29,107.1	29,980.3
ANNUAL	48,156	50,083	51,836	53,650	55,528	57,471	59,483	61,565	63,720	65,950	68,258	70,647	73,119	75,678	77,949
															80,287
															82,294
<b>W25 - DEPUTY SHERIFF SERGEANT</b>															
HOURLY	25,467.5	26,486.1	27,413.0	28,372.4	29,365.4	30,393.3	31,457.1	32,558.2	33,697.5	34,877.0	36,097.7	37,361.1	38,668.7	40,022.2	41,222.9
BIWEEKLY	20,374.0	21,188.9	21,930.4	22,697.9	23,492.3	24,314.6	25,165.7	26,046.6	26,958.0	27,901.6	28,878.2	29,888.9	30,935.0	32,017.7	32,978.3
ANNUAL	52,972	55,091	57,019	59,015	61,080	63,218	65,431	67,721	70,091	72,544	75,083	77,711	80,431	83,246	85,744
															88,316
															90,524
<b>W27 - DEPUTY SHERIFF LIEUTENANT</b>															
HOURLY	28,014.2	29,134.7	30,154.4	31,209.9	32,302.4	33,432.9	34,602.8	35,814.2	37,067.7	38,365.0	39,707.8	41,097.5	42,535.9	44,024.8	45,345.5
BIWEEKLY	22,414.4	23,307.8	24,123.5	24,967.9	25,844.1	26,746.3	27,682.2	28,651.3	29,654.2	30,692.0	31,766.2	32,878.0	34,028.7	35,219.8	36,276.4
ANNUAL	58,270	60,600	62,721	64,917	67,189	69,540	71,974	74,493	77,101	79,799	82,592	85,483	88,475	91,572	94,319
															97,148
															99,577

The hourly rates for W21 A, B and C are the same as the July 9, 2006 rates. Grade W21 Step D's annual rate becomes \$43,435, and all other steps on the wage scale (W-21 through W-27) are the July 9, 2006 rates multiplied by 103.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W – UNIFORM WAGE SCALE

EFFECTIVE JANUARY 1,  
2008

FOR DEPUTY SHERIFF UNIT  
PERSONNEL PRINCE GEORGES'S  
COUNTY MARYLAND

STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
W21 – DEPUTY SHERIFF PRIVATE															
HOURLY	19,980.8	20,680.3	20,680.3	21,404.1	22,153.2	22,928.7	23,731.0	24,561.7	25,421.4	26,311.3	27,232.2	28,185.2	29,171.7	30,192.8	31,098.6
BIWEEKLY	1,598.47	1,654.42	1,654.42	1,712.33	1,772.26	1,834.30	1,898.48	1,964.94	2,033.71	2,104.90	2,178.58	2,254.82	2,333.74	2,415.42	2,487.89
ANNUAL	41,560	43,015	43,015	44,520	46,079	47,692	49,360	51,088	52,876	54,727	56,643	58,625	60,677	62,801	64,685
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
W22 – DEPUT Y SHERIFF FIRST CLASS															
HOURLY	21,404.2	22,153.2	22,928.7	23,731.0	24,561.7	25,421.4	26,311.3	27,231.9	28,185.4	29,171.7	30,192.8	31,249.5	32,343.2	33,475.2	34,312.1
BIWEEKLY	1,712.33	1,772.26	1,834.30	1,898.48	1,964.94	2,033.71	2,104.90	2,178.55	2,254.83	2,333.74	2,415.42	2,499.96	2,587.46	2,678.02	2,744.97
ANNUAL	44,521	46,079	47,692	49,360	51,088	52,876	54,727	56,642	58,626	60,677	62,801	64,999	67,274	69,628	71,369
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
W24 – DEPUT Y SHERIFF CORPORAL															
HOURLY	23,731.0	24,680.3	25,544.0	26,438.0	27,363.5	28,321.3	29,312.4	30,338.3	31,400.3	32,499.2	33,636.6	34,813.9	36,032.4	37,293.5	38,412.3
BIWEEKLY	1,898.48	1,974.42	2,043.52	2,115.04	2,189.08	2,265.70	2,344.99	2,427.06	2,512.02	2,599.94	2,690.93	2,785.11	2,882.59	2,983.48	3,072.98
ANNUAL	49,360	51,335	53,131	54,991	56,916	58,908	60,970	63,104	65,313	67,598	69,964	72,413	74,947	77,570	79,898
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
W25 – DEPUT Y SHERIFF SERGEANT															
HOURLY	26,104.2	27,148.3	28,098.4	29,081.7	30,099.5	31,153.1	32,243.5	33,372.2	34,540.0	35,748.9	37,000.2	38,295.1	39,635.4	41,022.7	42,253.4
BIWEEKLY	2,088.34	2,171.86	2,247.87	2,326.54	2,407.96	2,492.25	2,579.48	2,669.78	2,763.20	2,859.91	2,960.01	3,063.61	3,170.84	3,281.82	3,380.28
ANNUAL	54,297	56,468	58,445	60,490	62,607	64,799	67,067	69,414	71,843	74,358	76,960	79,654	82,442	85,327	87,887
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
W27 – DEPUT Y SHERIFF LIEUTENANT															
HOURLY	28,714.5	29,863.1	30,908.3	31,990.1	33,109.9	34,268.8	35,467.9	36,709.5	37,994.4	39,324.1	40,700.5	42,124.9	43,599.3	45,125.4	46,479.1
BIWEEKLY	2,297.16	2,389.05	2,472.66	2,559.21	2,648.80	2,741.50	2,837.43	2,936.76	3,039.55	3,145.93	3,256.04	3,370.00	3,487.95	3,610.03	3,718.33
ANNUAL	59,726	62,115	64,289	66,539	68,869	71,279	73,773	76,356	79,028	81,794	84,657	87,620	90,687	93,861	96,677

The hourly rates are the October 1, 2007 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

## SCHEDULE W – UNIFORM WAGE SCALE

EFFECTIVE JANUARY 1, 2009

FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND

STEP YRS SERVICE	A 0-1	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9	K 10	L 11	M 12	N 13-14	O 15+
W21 – DEPUTY SHERIFF PRIVATE															
HOURLY	20,5803	21,3007	21,3007	22,0462	22,8178	23,6166	24,4429	25,2986	26,1840	27,1006	28,0492	29,0308	30,0469	31,0985	32,0316
BIWEEKLY	1646.42	1704.06	1704.06	1763.69	1825.42	1889.32	1955.43	2023.89	2094.72	2168.05	2243.93	2322.46	2403.75	2487.88	2562.53
ANNUAL	42,807	44,305	44,305	45,856	47,461	49,122	50,841	52,621	54,463	56,369	58,342	60,384	62,498	64,685	66,626
W22 – DEPUTY SHERIFF FIRST CLASS															
HOURLY	22,0463	22,8178	23,6166	24,4429	25,2986	26,1840	27,1006	28,0488	29,0309	30,0469	31,0985	32,1870	33,3135	34,4795	35,3415
BIWEEKLY	1763.70	1825.42	1889.32	1955.43	2023.89	2094.72	2168.05	2243.91	2322.47	2403.75	2487.88	2574.96	2665.08	2758.36	2827.32
ANNUAL	45,856	47,461	49,122	50,841	52,621	54,463	56,369	58,342	60,384	62,498	64,685	66,949	69,292	71,717	73,510
W23 – DEPUTY SHERIFF SERGEANT															
HOURLY	26,8873	27,9627	28,9413	29,9541	31,0025	32,0877	33,2108	34,3734	35,5762	36,8214	38,1102	39,4440	40,8245	42,2534	44,8261
BIWEEKLY	2150.99	2237.02	2315.31	2396.33	2480.20	2567.02	2656.87	2749.87	2846.09	2945.71	3048.81	3155.52	3265.96	3380.27	3586.11
ANNUAL	55,926	58,162	60,198	62,305	64,485	66,742	69,079	71,497	73,998	76,588	79,269	82,043	84,915	87,887	93,231
W24 – DEPUTY SHERIFF LIEUTENANT															
HOURLY	29,5760	30,7590	31,8355	32,9498	34,1032	35,2968	36,5319	37,8108	39,1343	40,5039	41,9215	43,3887	44,9073	46,4792	49,3091
BIWEEKLY	2366.08	2460.72	2546.84	2635.99	2728.26	2823.75	2922.55	3024.86	3130.74	3240.31	3353.72	3471.10	3592.58	3718.33	3944.77
ANNUAL	61,518	63,979	66,218	68,536	70,935	73,417	75,986	78,646	81,399	84,248	87,197	90,248	93,407	96,677	102,561

The hourly rates are the January 1, 2008 rates multiplied by 103%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SCHEDULE W – UNIFORM WAGE SCALE**  
**EFFECTIVE APRIL 3, 2016**  
**FOR DEPUTY SHERIFF UNIT PERSONNEL**  
**PRINCE GEORGE'S COUNTY MARYLAND**

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+
<b>W21 – DEPUTY SHERIFF PRIVATE</b>															
HOURLY	20,781	21,517	21,517	22,267	23,046	23,852	24,687	25,516	26,448	27,371	28,329	29,321	30,347	31,409	32,351
BIWEEKLY	1,662.89	1,721.10	1,721.10	1,781.33	1,843.68	1,908.22	1,974.99	2,044.13	2,115.67	2,189.73	2,266.38	2,345.69	2,427.79	2,512.76	2,588.15
ANNUAL	43,235	44,749	44,749	46,315	47,936	49,614	51,350	53,147	55,007	56,933	58,926	60,988	63,123	65,332	67,292
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18
<b>W22 – DEPUTY SHERIFF FIRST CLASS</b>															
HOURLY	22,268	23,046	23,852	24,687	25,516	26,448	27,371	28,329	29,321	30,347	31,409	32,509	33,646	34,824	35,694
BIWEEKLY	1,781.34	1,843.68	1,908.22	1,974.99	2,044.13	2,115.67	2,189.73	2,266.34	2,345.70	2,427.79	2,512.76	2,600.71	2,691.73	2,785.94	2,855.59
ANNUAL	46,315	47,936	49,614	51,350	53,147	55,007	56,933	58,925	60,988	63,123	65,332	67,618	69,985	72,435	74,245
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20
<b>W23 – DEPUTY SHERIFF CORPORAL</b>															
HOURLY	24,687	25,674	26,574	27,503	28,462	29,462	30,493	31,561	32,667	33,809	34,992	36,216	37,484	38,796	39,960
BIWEEKLY	1,974.99	2,053.99	2,125.87	2,200.28	2,277.30	2,357.01	2,439.49	2,524.88	2,613.26	2,704.72	2,799.37	2,897.35	2,998.75	3,103.71	3,196.82
ANNUAL	51,350	53,404	55,273	57,207	59,210	61,282	63,427	65,647	67,945	70,323	72,784	75,331	77,968	80,697	83,117
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20
<b>W24 – DEPUTY SHERIFF SERGEANT</b>															
HOURLY	27,156	28,243	29,230	30,253	31,312	32,408	33,542	34,717	35,932	37,189	38,491	39,838	41,227	42,679	44,068
BIWEEKLY	2,172.49	2,259.39	2,338.46	2,420.29	2,505.00	2,592.69	2,683.43	2,777.37	2,874.56	2,975.17	3,079.30	3,187.08	3,298.62	3,414.07	3,516.50
ANNUAL	56,485	58,744	60,800	62,928	65,130	67,410	69,769	72,212	74,738	77,354	80,062	82,864	85,764	88,766	91,429
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20
<b>W25 – DEPUTY SHERIFF LIEUTENANT</b>															
HOURLY	29,878	31,066	32,153	33,279	34,442	35,648	36,897	38,189	39,525	40,908	42,340	43,826	45,356	46,940	48,322
BIWEEKLY	2,389.74	2,485.33	2,572.31	2,662.34	2,755.54	2,851.98	2,951.78	3,055.11	3,162.05	3,272.72	3,387.26	3,505.81	3,628.51	3,755.52	3,886.18
ANNUAL	62,133	64,619	66,880	69,221	71,644	74,152	76,746	79,433	82,213	85,091	88,069	91,151	94,341	97,644	100,573
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20
<b>W26 – DEPUTY SHERIFF SERGEANT</b>															
HOURLY	27,156	28,243	29,230	30,253	31,312	32,408	33,542	34,717	35,932	37,189	38,491	39,838	41,227	42,679	44,068
BIWEEKLY	2,172.49	2,259.39	2,338.46	2,420.29	2,505.00	2,592.69	2,683.43	2,777.37	2,874.56	2,975.17	3,079.30	3,187.08	3,298.62	3,414.07	3,516.50
ANNUAL	56,485	58,744	60,800	62,928	65,130	67,410	69,769	72,212	74,738	77,354	80,062	82,864	85,764	88,766	91,429
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20
<b>W27 – DEPUTY SHERIFF SERGEANT</b>															
HOURLY	29,878	31,066	32,153	33,279	34,442	35,648	36,897	38,189	39,525	40,908	42,340	43,826	45,356	46,940	48,322
BIWEEKLY	2,389.74	2,485.33	2,572.31	2,662.34	2,755.54	2,851.98	2,951.78	3,055.11	3,162.05	3,272.72	3,387.26	3,505.81	3,628.51	3,755.52	3,886.18
ANNUAL	62,133	64,619	66,880	69,221	71,644	74,152	76,746	79,433	82,213	85,091	88,069	91,151	94,341	97,644	100,573
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20

The hourly rates are the January 1, 2009 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W - UNIFORM WAGE SCALE  
EFFECTIVE JANUARY 1, 2017  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND

Step Years	A 0-1	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9	K 10	L 11	M 12	N 13-14	O 15+		
W21 Deputy Sheriff Private																	
Hourly	23.0442	23.0442	23.0442	23.5051	24.3278	25.1793	26.0606	26.9727	27.9167	28.8938	29.9051	30.9518	32.0351	33.1563	34.3168		
Biweekly	1843.52	1843.52	1843.52	1880.41	1946.22	2014.34	2084.85	2157.82	2233.34	2311.5	2392.41	2476.14	2562.81	2652.5	2745.34		
Annual	47,932	47,932	47,932	48,891	50,602	52,373	54,206	56,103	58,067	60,099	62,203	64,380	66,633	68,965	71,379		
Step Years	A 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13-14	N 15-17	O 18		
W22 Deputy Sheriff First Class																	
Hourly	23.3803	24.1986	25.0452	25.9221	26.8293	27.7683	28.7399	29.7462	30.7875	31.8649	32.9798	34.1341	35.3288	36.5654	37.4798		
Biweekly	1,870.42	1,935.89	2,003.62	2,073.77	2,146.34	2,221.46	2,299.19	2,379.70	2,463.00	2,549.19	2,638.38	2,730.73	2,826.30	2,925.23	2,998.38		
Annual	48,631	50,333	52,094	53,918	55,805	57,758	59,779	61,872	64,038	66,279	68,598	70,999	73,484	76,056	77,958		
Step Years	A 2	B 3	C 4	D 5	E 6	F 7	G 8	H 9	I 10	J 11	K 12	L 13	M 14-15	N 16-17	O 18-20	P 21-23	Q 24+
W24 Deputy Sheriff Corporal																	
Hourly	25.9216	26.9587	27.9019	28.8788	29.8894	30.9356	32.0183	33.1389	34.2990	35.4995	36.7418	38.0279	39.3587	40.7361	41.9582	43.2173	44.2976
Biweekly	2073.73	2156.70	2232.15	2310.30	2391.15	2474.85	2561.46	2651.11	2743.92	2839.96	2939.34	3042.23	3148.70	3258.89	3356.66	3457.38	3543.81
Annual	53,917	56,074	58,036	60,068	62,170	64,346	66,598	68,929	71,342	73,839	76,423	79,098	81,866	84,731	87,273	89,892	92,139
W25 Deputy Sheriff Sergeant																	
Hourly	28.5139	29.6543	30.6923	31.7668	32.8784	34.0293	35.2202	36.4529	37.7288	39.0495	40.4159	41.8308	43.2947	44.8101	46.1543	47.5389	48.7271
Biweekly	2281.11	2372.34	2455.38	2541.34	2630.27	2722.34	2817.62	2916.23	3018.30	3123.96	3233.27	3346.46	3463.58	3584.81	3692.34	3803.11	3898.17
Annual	59,309	61,681	63,840	66,075	68,387	70,781	73,258	75,822	78,476	81,223	84,065	87,008	90,053	93,205	96,001	98,881	101,352
W27 Deputy Sheriff Lieutenant																	
Hourly	31.3654	32.6202	33.7615	34.9433	36.1663	37.4322	38.7423	40.0981	41.5019	42.9543	44.4577	46.0135	47.624	49.2909	50.7697	52.2928	53.6002
Biweekly	2509.23	2609.62	2700.92	2795.46	2893.30	2994.58	3099.38	3207.85	3320.15	3436.34	3556.62	3,681.08	3809.92	3943.27	4061.58	4183.42	4288.02
Annual	65,240	67,850	70,224	72,682	75,226	77,859	80,584	83,404	86,324	89,345	92,472	95,708	99,058	102,525	105,601	108,769	111,488

*For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.*

**SCHEDULE W - UNIFORM WAGE SCALE  
EFFECTIVE JANUARY 7, 2018  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND**

Step Years	A 0-1	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9	K 10	L 11	M 12	N 13-14	O 15+
<b>W21 Deputy Sheriff Private</b>															
Hourly	23,389	23,389	23,389	23,857	24,697	25,557	26,451	27,377	28,335	29,327	30,353	31,416	32,515	33,653	34,831
Biweekly	1871.19	1871.19	1871.19	1908.61	1975.42	2044.56	2116.12	2190.18	2266.84	2346.18	2428.29	2513.29	2601.25	2692.29	2786.52
Annual	48,651	48,651	48,651	49,624	51,361	53,159	55,019	56,945	58,938	61,001	63,136	65,345	67,633	70,000	72,450
<b>W22 Deputy Sheriff First Class</b>															
Hourly	23,731	24,561	25,420	26,310	27,231	28,188	29,171	30,192	31,249	32,342	33,474	34,646	35,857	37,113	38,420
Biweekly	1,898.48	1,964.93	2,033.67	2,104.87	2,178.54	2,254.79	2,333.68	2,415.39	2,499.95	2,587.43	2,677.96	2,771.69	2,868.70	2,969.11	3,043.36
Annual	49,360	51,088	52,875	54,727	56,642	58,624	60,676	62,800	64,999	67,273	69,627	72,064	74,586	77,197	79,127
<b>W24 Deputy Sheriff Corporal</b>															
Hourly	26,310	27,363	28,320	29,312	30,337	31,396	32,496	33,636	34,813	36,030	37,292	38,593	39,941	41,347	42,807
Biweekly	2,104.83	2,189.05	2,265.63	2,344.96	2,427.02	2,511.97	2,599.89	2,690.88	2,785.08	2,882.56	2,983.43	3,087.87	3,195.93	3,307.77	3,407.01
Annual	54,726	56,915	58,906	60,969	63,103	65,311	67,597	69,963	72,412	74,947	77,569	80,285	83,094	86,002	88,582
<b>W25 Deputy Sheriff Sergeant</b>															
Hourly	28,941	30,091	31,152	32,243	33,371	34,539	35,748	36,997	38,294	39,635	41,021	42,453	43,941	45,482	46,846
Biweekly	2,315.33	2,407.93	2,492.21	2,579.46	2,669.73	2,763.18	2,859.88	2,959.98	3,063.58	3,170.82	3,281.77	3,396.66	3,515.53	3,638.58	3,747.73
Annual	60,199	62,606	64,798	67,066	69,413	71,843	74,357	76,959	79,653	82,441	85,326	88,313	91,404	94,603	97,441
<b>W27 Deputy Sheriff Lieutenant</b>															
Hourly	31,835	33,109	34,267	35,467	36,708	37,993	39,323	40,696	42,124	43,598	45,124	46,703	48,338	50,030	51,531
Biweekly	2,546.87	2,648.76	2,741.43	2,837.40	2,936.70	3,039.49	3,145.87	3,255.97	3,369.95	3,487.89	3,609.97	3,736.30	3,867.07	4,002.42	4,122.50
Annual	66,219	68,868	71,277	73,772	76,354	79,027	81,793	84,655	87,619	90,685	93,859	97,144	100,544	104,063	107,185

*The hourly rates are the January 8, 2017 rates multiplied by 101.5%. For administrative purposes, the hourly rates are the controlling rates.*  
Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SCHEDULE W – UNIFORM WAGE SCALE**  
**EFFECTIVE JANUARY 6, 2019**  
**DEPUTY SHERIFF UNIT PERSONNEL**  
**PRINCE GEORGE'S COUNTY, MARYLAND**

**STEPS A-O**

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Years	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+
W21 Deputy Sheriff Private															
Hourly	23,8577	23,8577	23,8577	24,3349	25,1866	26,0681	26,9805	27,9248	28,9022	29,9137	30,9607	32,0444	33,1659	34,3267	35,5281
Biweekly	1908.62	1908.62	1908.62	1946.79	2014.93	2085.45	2158.44	2233.98	2312.17	2393.10	2476.86	2563.55	2653.27	2746.14	2842.25
Annual	49,624	49,624	49,624	50,616	52,388	54,222	56,119	58,084	60,117	62,221	64,398	66,652	68,985	71,400	73,899
Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Years	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18
W22- Deputy Sheriff First Class															
Hourly	24,2056	25,0528	25,9293	26,8371	27,7763	28,7485	29,7544	30,7962	31,8743	32,9898	34,1440	35,3390	36,5759	37,8562	38,8028
Biweekly	1936.45	2004.23	2074.35	2146.97	2222.11	2299.88	2380.35	2463.70	2549.94	2639.18	2731.52	2827.12	2926.07	3028.49	3104.23
Annual	50,348	52,110	53,933	55,821	57,775	59,797	61,889	64,056	66,299	68,619	71,019	73,505	76,078	78,741	80,710

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Years	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
W-24 Deputy Sheriff Corporal															
Hourly	26,8366	27,9101	28,8869	29,8980	30,9444	32,0274	33,1484	34,3086	35,5094	36,7522	38,0386	39,3699	40,7479	41,4609	42,1865
Biweekly	2146.93	2232.81	2310.95	2391.84	2475.55	2562.20	2651.87	2744.69	2840.75	2940.18	3043.09	3149.59	3259.83	3316.88	3374.92
Annual	55,820	58,053	60,085	62,188	64,364	66,617	68,949	71,362	73,860	76,445	79,120	81,889	84,756	86,239	87,748

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Years	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
W-25 Deputy Sheriff Sergeant															
Hourly	29,5204	30,7012	31,7758	32,8879	34,0390	35,2304	36,4635	37,7397	39,0606	40,4277	41,8427	43,3071	44,8229	45,6073	46,4054
Biweekly	2361.63	2456.10	2542.06	2631.04	2723.12	2818.43	2917.08	3019.17	3124.85	3234.21	3347.41	3464.57	3585.83	3648.58	3712.43
Annual	61,402	63,859	66,094	68,407	70,801	73,279	75,844	78,499	81,246	84,090	87,033	90,079	93,232	94,863	96,523
W-27 Deputy Sheriff Lieutenant															
Hourly	32,4726	33,7715	34,9535	36,1769	37,4431	38,7536	40,1100	41,5138	42,9668	44,4706	46,0271	47,6381	49,3054	50,1682	51,0462
Biweekly	2597.81	2701.72	2796.28	2894.15	2995.45	3100.29	3208.80	3321.11	3437.34	3557.65	3682.17	3811.05	3944.43	4013.46	4083.70
Annual	67,543	70,245	72,703	75,248	77,882	80,607	83,429	86,349	89,371	92,499	95,736	99,087	102,555	104,350	106,176

STEPS P - W

Step	P	Q	R	S	T	U	V	W
Years	17	18	19	20	21	22	23	24+
W-24 Deputy Sheriff Corporal								
Hourly	42,9248	43,3540	43,7876	44,2254	44,6677	45,1144	45,5655	46,0212
Biweekly	3433.98	3468.32	3503.01	3538.04	3573.42	3609.15	3645.24	3681.69
Annual	89,284	90,176	91,078	91,989	92,909	93,838	94,776	95,724
W-25 Deputy Sheriff Sergeant								
Hourly	47,2175	47,6897	48,1666	48,6483	49,1347	49,6261	50,1223	50,6236
Biweekly	3777.40	3815.18	3853.33	3891.86	3930.78	3970.09	4009.79	4049.89
Annual	98,212	99,195	100,187	101,188	102,200	103,222	104,254	105,297
W-27 Deputy Sheriff Lieutenant								
Hourly	51,9395	52,4589	52,9835	53,5133	54,0484	54,5889	55,1348	55,6862
Biweekly	4155.16	4196.71	4238.68	4281.07	4323.88	4367.11	4410.79	4454.89
Annual	108,034	109,114	110,206	111,308	112,421	113,545	114,680	115,827

The hourly rates are the January 7, 2018 rates multiplied by 1.02%. For ranks of Corporal, Sergeant and Lieutenant, the hourly rates are adjusted per the Agreement terms in Article 4, Section 4.02. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

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

**STEPS A-O**

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

**W21 Deputy Sheriff  
Private**

Hourly	24,1559	24,1559	24,1559	24,6390	25,5014	26,3940	27,3177	28,2739	29,2634	30,2877	31,3477	32,4449	33,5805	34,7558	35,9722
Biweekly	1932.47	1932.47	1932.47	1971.12	2040.11	2111.52	2185.42	2261.91	2341.08	2423.01	2507.82	2595.59	2686.44	2780.46	2877.78
Annual	50,244	50,244	50,244	51,249	53,043	54,899	56,821	58,810	60,868	62,998	65,203	67,485	69,847	72,292	74,822

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

**W22- Deputy Sheriff  
First Class**

Hourly	24,5082	25,3660	26,2534	27,1726	28,1235	29,1079	30,1264	31,1812	32,2727	33,4021	34,5708	35,7808	37,0331	38,3294	39,2879
Biweekly	1960.66	2029.28	2100.27	2173.81	2249.88	2328.63	2410.11	2494.50	2581.82	2672.17	2765.66	2862.46	2962.65	3066.35	3143.03
Annual	50,977	52,761	54,607	56,519	58,497	60,544	62,663	64,857	67,127	69,476	71,907	74,424	77,029	79,725	81,719

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

**W-24 Deputy Sheriff  
Corporal**

Hourly	27,1721	28,2589	29,2480	30,2717	31,3312	32,4278	33,5628	34,7375	35,9533	37,2116	38,5140	39,8620	41,2572	41,9792	42,7138
Biweekly	2173.77	2260.72	2339.84	2421.74	2506.50	2594.22	2685.02	2779.00	2876.26	2976.93	3081.12	3188.96	3300.58	3358.34	3417.11
Annual	56,518	58,779	60,836	62,965	65,169	67,450	69,811	72,254	74,783	77,400	80,109	82,913	85,815	87,317	88,845

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Years	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>W-25 Deputy Sheriff</b>															
Sergeant															
Hourly	29,889.4	31,085.0	32,173.0	33,299.0	34,464.5	35,670.8	36,919.2	38,211.4	39,548.8	40,933.0	42,365.7	43,848.5	45,383.2	46,177.4	46,985.5
Biweekly	2391.15	2486.80	2573.84	2663.92	2757.16	2853.66	2953.54	3056.91	3163.91	3274.64	3389.25	3507.88	3630.65	3694.19	3758.84
Annual	62,170	64,657	66,920	69,262	71,686	74,195	76,792	79,480	82,262	85,141	88,121	91,205	94,397	96,049	97,730
<b>W-27- Deputy Sheriff</b>															
Lieutenant															
Hourly	32,878.5	34,193.7	35,390.4	36,629.1	37,911.1	39,238.0	40,611.3	42,032.7	43,503.9	45,026.5	46,602.5	48,233.5	49,921.7	50,795.3	51,684.3
Biweekly	2630.28	2735.49	2831.24	2930.33	3032.89	3139.04	3248.91	3362.62	3480.31	3602.12	3728.20	3858.68	3993.74	4063.63	4134.74
Annual	68,387	71,123	73,612	76,189	78,855	81,615	84,472	87,428	90,488	93,655	96,933	100,326	103,837	105,654	107,503

**STEPS P-W**

Step	P	Q	R	S	T	U	V	W
Years	17	18	19	20	21	22	23	24+
<b>W-24 Deputy Sheriff</b>								
Corporal								
Hourly	43,461.3	43,896.0	44,334.9	44,778.3	45,226.0	45,678.3	46,135.1	46,596.4
Biweekly	3476.91	3511.68	3546.79	3582.26	3618.08	3654.26	3690.81	3727.71
Annual	90,400	91,304	92,217	93,139	94,070	95,011	95,961	96,921
<b>W-25 Deputy Sheriff</b>								
Sergeant								
Hourly	47,807.7	48,285.8	48,768.7	49,256.4	49,748.9	50,246.4	50,748.9	51,256.4
Biweekly	3824.62	3862.87	3901.49	3940.51	3979.91	4019.71	4059.91	4100.51
Annual	99,440	100,434	101,439	102,453	103,478	104,513	105,558	106,613
<b>W-27 Deputy Sheriff</b>								
Lieutenant								
Hourly	52,588.7	53,114.6	53,645.8	54,182.2	54,724.1	55,271.3	55,824.0	56,382.2
Biweekly	4207.10	4249.17	4291.66	4334.58	4377.92	4421.70	4465.92	4510.58
Annual	109,385	110,478	111,583	112,699	113,826	114,964	116,114	117,275

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

## ATTACHMENT B -- PERB CERTIFICATIONS

## PUBLIC EMPLOYEE RELATIONS BOARD CERTIFICATIONS

Case Number Date of Certification	Positions Involved
79-PG-R-37 November 26, 1979	All commissioned personnel of the Sheriff's Department of Prince George's County having regular tours of duty and employed on a full-time basis. EXCLUDING the Sheriff, three (3) Assistant Sheriffs (Lieutenant Colonels), four (4) Captains and four (4) Lieutenants. FURTHER EXCLUDING non-commissioned personnel of the Sheriff's Office and part-time commissioned personnel without regular tours of duty.
February 29, 1980	All commissioned personnel of the Sheriff's Department of Prince George's County having regular tours of duty and employed on a full-time basis, EXCLUDING the Sheriff, three (3) Assistant Sheriffs (Lieutenant Colonels), and four (4) Captains. FURTHER EXCLUDING, non-commissioned personnel of the Sheriff's Office and part-time commissioned personnel without regular tours of duty.
79-PG-R-39 April 16, 1980	All commissioned personnel of the Sheriff's Department of Prince George's County having regular tours of duty and employed on a full-time basis, EXCLUDING the Sheriff, three (3) Assistant Sheriffs (Lieutenant Colonels) and four (4) Captains. FURTHER EXCLUDING non-commissioned personnel of the Sheriff's Office and part-time commissioned personnel without regular tours of duty.



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-073-2018 **Chapter Number:** 75  
**Draft No.:** 2 **Public Hearing Date:** 10/23/2018 @ 10:00 AM  
**Proposer(s):** County Executive  
**Sponsor(s):** Toles, Harrison, Lehman, Davis, Glaros, Turner, Franklin, Taveras and Patterson  
**Item Title:** AN ACT CONCERNING COLLECTIVE BARGAINING AGREEMENT-FRATERNAL ORDER OF POLICE 112, PRINCE GEORGE'S COUNTY SHERIFFS LODGE INC. for the purpose of amending the labor agreement by and between Prince George's County, Maryland and the Fraternal Order of Police 112, Prince George's County Sheriffs Lodge Inc., to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

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**Drafter:** Joseph Adler, PH.D., Office of Human Resources Management  
**Resource Personnel:** Stephanye R. Maxwell, Esq., CPM, Office of Human Resources Management

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
09/04/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
09/13/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Turner, seconded by Vice Chair Taveras, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 5 Davis, Taveras, Turner, Lehman and Patterson		
09/25/2018	County Council	amended (1)	
	<b>Action Text:</b> A motion was made by Council Member Davis, seconded by Vice Chair Turner, that this Council Bill be amended (1). The motion carried by the following vote: Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		
09/25/2018	County Council	introduced	

**Action Text:**

This Council Bill was introduced by Council Members Davis, Glaros, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

10/23/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Vice Chair Turner, seconded by Council Member Davis, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

16-233

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

Prince George's County, Maryland and the Fraternal Order of Police 112, Prince George's County Sheriffs Lodge Inc. have completed labor negotiations on a two-year labor agreement covering Fiscal Years 2019 and 2020. This bill is to adopt and approve the referenced collective bargaining agreement in accordance with Section 16-233(f) of the Prince George's County Code. A fiscal impact statement will be provided by the Office of Management and Budget.

**NOTE: Retroactively effective to July 1, 2018.**

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**Document(s):** B2018073, CB-73-2018 AIS, CB-73-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-73-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY and FISCAL MANAGEMENT

**Date:** 9/13/18

**Action:** FAV

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**REPORT:** Favorable, 5-0 In Favor: Council Members Davis, Lehman, Patterson, Taveras and Turner.

CB-73-2018 is the Collective Bargaining Agreement by and between Prince George's County and sworn County employees in the Fraternal Order of Police Lodge 112, Prince George's County Sheriffs Lodge Inc., for Deputy Sheriffs.

Major modifications in the contract include the following:

- 2% COLA for FY19, effective the first full pay period in January 2019
- 1.25% COLA for FY20, effective the first full pay period in January 2020
- 3.5% Merit increase for those eligible to receive it on their anniversary dates in FY19 & FY20
- Increase to Shift Differentials
- Increase to Clothing Allowance
- Restructure of Wage Scale as follows:  
As of January 2019, Ranks of Corporal, Sergeant and Lieutenant Steps B through V shall be for 24+ years of service. Step B shall be established as 4% above Step A; Steps C-M shall be established as 3.5% above the prior step. Steps N-P shall be established as 1.75% above the prior step; Steps Q-W shall be established as 1% above the prior step
- Retired members will receive a minimum \$35.00 increase in their monthly pension payment
- Study DROP for Deputy Sheriffs

Joe Adler, Labor Negotiator, Office of Human Resources Management, provided an overview of CB-73-2018.

William Milam, President FOP 112, expressed support for the contract.

The Office of Law reports CB-73-2018 to be in proper legislative form with no legal impediment to its enactment.

The Office of Audits and Investigations reports that CB-73-2018 will have a negative impact on the County of \$1,463,500.

After deliberation, the Public Safety and Fiscal Management Committee voted CB-73-2018 out favorably 5-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-77-2018

Chapter No. 76

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Glaros, Toles, Harrison, Lehman, Davis, Turner,

Taveras, Franklin and Patterson

Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement - Council 67,

3 American Federation of State, County and Municipal Employees

4 (AFSCME), AFL-CIO, and its affiliated Locals 2462, 2735, 3389 and 1170

5 For the purpose of approving the labor agreement by and between Prince George's County,

6 Maryland and Council 67, American Federation of State, County and Municipal Employees

7 (AFSCME), AFL-CIO, and its affiliated Locals 2462, 2735, 3389 and 1170 to provide for wages

8 and certain other terms and conditions of employment for personnel classifications certified by

9 the Prince George's County Public Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Section 16-233(f)(3), (7), (23) and (24),

13 The Prince George's County Code

14 (2015 Edition; 2017 Supplement).

15 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
16 Maryland, that Section 16-233(f)(3), (7), (23) and (24) of the Prince George's County Code be  
17 and the same is hereby repealed and reenacted with the following amendments:

18 SUBTITLE 16. PERSONNEL.

19 DIVISION 19. COLLECTIVE BARGAINING.

20 Sec. 16-233. General.

21 \* \* \* \* \*

(f) The following collective bargaining agreements are hereby adopted and approved:

\* \* \* \* \*

**(3) Declaration of Approval - Local 2462, American Federation of State, County and Municipal Employees, AFL-CIO (Department of Public Works & Transportation, Department of the Environment, and the Department of Permitting, Inspections and Enforcement).**

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 2462 (Department of Public Works & Transportation, the Department of the Environment, and the Department of Permitting, Inspections and Enforcement), on September 4, 2018, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

\* \* \* \* \*

**(7) Declaration of Approval - Local 2735, American Federation of State, County and Municipal Employees, AFL-CIO (Department of Housing and Community Development and the Office of Central Services).**

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 2735 (Department of Housing and Community Development and the Office of Central Services), on September 4, 2018, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

\* \* \* \* \*

**(23) Declaration of Approval - Local 3389 American Federation of State, County and Municipal Employees, AFL-CIO (Health Department and the Department of Family Services).**

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 3389 (Health Department and the Department of Family Services), on September 4, 2018,

1 hereby approves said agreement in accordance with the provisions of Section 13A-109 of the  
2 Prince George's County Code.

3 **(24) Declaration of Approval - Local 1170 American Federation of State, County**  
4 **and Municipal Employees, AFL-CIO (Supervisory Employees in the Health Department,**  
5 **the Department of Family Services, and the Department of Housing and Community**  
6 **Development).**

7 The County Council of Prince George's County, Maryland, having fully considered the  
8 labor agreement concluded between Prince George's County and Council 67, American  
9 Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 1170  
10 (Supervisory Employees in the Health Department, the Department of Family Services and the  
11 Department of Housing and Community Development), on September 4, 2018, hereby approves  
12 said agreement in accordance with the provisions of Section 13A-109 of the Prince George's  
13 County Code.

14 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
15 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
16 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
17 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
18 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
19 Act, since the same would have been enacted without the incorporation in this Act of any such  
20 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
21 or section.

22 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect on forty-five (45)  
23 calendar days after it becomes law and that the Agreement, unless specifically stated otherwise  
24 in a specific provision, shall be retroactively effective to July 1, 2018.

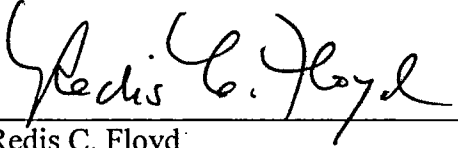
Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

ATTEST:

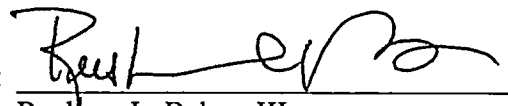
  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE:

11/14/2018

BY:

  
Rushern L. Baker, III  
County Executive

**AGREEMENT BETWEEN**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**AND**  
**COUNCIL 67**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO**  
**AND ITS AFFILIATED LOCALS 2462, 2735, 3389 AND 1170**  
**JULY 1, 2018 – JUNE 30, 2020**

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 -- PURPOSE .....	1
ARTICLE 2 -- RECOGNITION .....	1
ARTICLE 3 -- MANAGEMENT'S RIGHTS .....	1
ARTICLE 4 -- NON-DISCRIMINATION .....	2
ARTICLE 5 -- COOPERATION .....	2
ARTICLE 6 -- SHOP STEWARDS/UNION OFFICIALS.....	3
ARTICLE 7 -- UNION SECURITY .....	5
ARTICLE 8 -- UNION COMMUNICATIONS.....	5
ARTICLE 9 -- UNION BUSINESS LEAVE.....	6
ARTICLE 10 -- P.E.O.P.L.E. DEDUCTION.....	7
ARTICLE 11 -- NO STRIKE OR LOCKOUT .....	7
ARTICLE 12 -- WAGES .....	7
ARTICLE 13 -- HOURS OF WORK.....	8
ARTICLE 14 -- REST PERIOD .....	10
ARTICLE 15 -- PREMIUM PAY .....	10
ARTICLE 16 --SPECIAL OPERATIONS, CALL-IN, STANDBY, DIFFERENTIAL PAY AND SHIFT DIFFERENTIAL.....	15
ARTICLE 17 -- WORK CLOTHING AND TOOLS .....	17
ARTICLE 18 -- TEMPORARY ASSIGNMENTS .....	18
ARTICLE 19 -- SAFETY AND HEALTH.....	19
ARTICLE 20 -- PROBATIONARY PERIOD .....	20
ARTICLE 21 -- PROMOTIONS .....	21
ARTICLE 22 -- TRANSFERS .....	22
ARTICLE 23 -- SENIORITY .....	23
ARTICLE 24 -- LAYOFF AND RECALL .....	23
ARTICLE 25 -- PERSONNEL FILES .....	24
ARTICLE 26 -- SUBCONTRACTING .....	24
ARTICLE 27 -- ANNUAL LEAVE.....	24
ARTICLE 28 -- SICK LEAVE .....	26
ARTICLE 29 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION .....	27

ARTICLE 30 -- PERSONAL LEAVE.....	28
ARTICLE 31 -- BEREAVEMENT LEAVE.....	28
ARTICLE 32 -- JURY DUTY .....	29
ARTICLE 33 -- LEAVE OF ABSENCE .....	29
ARTICLE 34 -- FAMILY AND MEDICAL LEAVE .....	29
ARTICLE 35 -- BLOOD DONATION LEAVE.....	29
ARTICLE 36 -- DISABILITY LEAVE.....	30
ARTICLE 37 -- CIVIC DUTY LEAVE .....	30
ARTICLE 38 -- VOTING TIME.....	30
ARTICLE 39 -- HOLIDAYS .....	30
ARTICLE 40 -- HEALTH AND WELFARE .....	31
ARTICLE 41 -- TUITION ASSISTANCE/CAREER DEVELOPMENT.....	33
ARTICLE 42 -- MUNICIPAL RAILWAY PASSES .....	33
ARTICLE 43 -- SUPPLEMENTAL RETIREMENT BENEFIT.....	33
ARTICLE 44 -- DISCIPLINE AND DISCHARGE .....	36
ARTICLE 45 -- GRIEVANCE PROCEDURE.....	37
ARTICLE 46 -- JOB DESCRIPTION .....	39
ARTICLE 47 -- MANAGEMENT COMMUNICATIONS.....	39
ARTICLE 48 -- ENTIRE UNDERSTANDING .....	39
ARTICLE 49 -- SAVINGS CLAUSE.....	39
ARTICLE 50 -- DURATION AND REOPENER .....	40
ATTACHMENT A -- Salary Schedule .....	42
ATTACHMENT B -- MEMORANDUM OF UNDERSTANDING.....	51
ATTACHMENT C -- JOB CLASSIFICATIONS .....	53
**ATTACHMENT D -- PERB HISTORY.....	60

## **ARTICLE 1 -- PURPOSE**

- A. This Collective Bargaining Agreement ("Agreement") is entered into by Prince George's County, Maryland ("County" or "Employer") and Council 67 of the American Federation of State, County and Municipal Employees and its affiliated Locals 2462, 2735, 3389 and 1170 ("Union" or "AFSCME"), and has as its purpose the promotion of harmonious relations between the County and AFSCME; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder.
- B. Anything not covered specifically by this Agreement shall be administered in accordance with the Annotated Code of Maryland and County Personnel laws.

## **ARTICLE 2 -- RECOGNITION**

- A. The County recognizes the Union as the sole and exclusive bargaining agent for those employees certified by the Public Employee Relations Board referenced in Attachment D for the purpose of negotiating matters of wages, hours and other terms and conditions of employment. The specific job classifications and grades shall be listed together for Locals 1170, 2462, 2735 and 3389 in Attachment C.
- B. In the event any above referenced classifications are retitled, such classifications shall be specifically included in this section.
- C. The County and the Union specifically recognize and understand that the employees covered by this Agreement are organized into the separate and distinct bargaining units noted above and that these units are referred to collectively in this Agreement solely for the limited purpose of "multi-unit bargaining" as specifically authorized by Section 13A-106(d) of the Labor Code.
- D. The County further recognizes the significance of the duties and responsibilities of Locals 2462, 2735, 3389 and 1170 employees and their contribution to the successful performance of the mission of County government.
- E. Office of Human Resources Management will send to the Locals' Presidents in 2462, 2735, 3389 and 1170, a monthly electronic data list of bargaining unit employees: name, date of hire, grade, class of work and work location and indicating on the list those employees whose status in the bargaining unit has changed due to (a) transfer/promotions (b) resignation/retirements (c) layoffs (d) relocations (e) re-allocations and (f) hiring into union positions. Upon request, the Departments will provide the Union with the class specification of each classification covered under this Agreement within thirty (30) days after the effective date of this contract.

## **ARTICLE 3 -- MANAGEMENT'S RIGHTS**

This Agreement shall not affect the right of the County to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in

positions; to discipline, suspend or discharge employees for just cause and to relieve employees from duty because of lack of work; or to take any action, not inconsistent with the express provisions of this Agreement, necessary to carry out the mission of the County. The County and the Department have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations do not conflict with any term or condition of this Agreement.

#### **ARTICLE 4 – NON-DISCRIMINATION**

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, religion, national origin, disability, political affiliation, or exercise of employee rights under the Labor Code and Federal Equal Employment Opportunity (EEO) laws. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.
- B. The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the County or any County representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.
- C. The Union agrees that it will not discriminate against any employee in regard to membership, non-membership, or holding office in the Union because of race, disability, age, marital status, political affiliation, religion, color, sex, sexual orientation or national origin.
- D. The provisions of this Article shall be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance shall not be subject to arbitration, but shall be referred to the appropriate governmental agency having jurisdiction.
- E. The County agrees to provide the Union with a reasonable number of copies of the Affirmative Action Plan. Additionally, the County will provide a copy of the EEO complaint procedure to an employee upon his or her request.
- F. Administrative leave may be granted by the employee's Appointing Authority where an employee is to appear before a court or otherwise officially requested to appear before a public body, public agency or commission on matters relating to this Article.

#### **ARTICLE 5 -- COOPERATION**

- A. The parties agree that they will cooperate individually and collectively, to maintain a high quality of performance and that each will use their influence and best effort to protect and foster the efficiency and effectiveness of the services rendered by them for the public interest, and that each will cooperate in advancing the morale of employees covered by this Agreement.
- B. The Departments will afford the Union an opportunity to comment upon any departmental reorganization, reclassifications or layoffs affecting the bargaining unit sixty (60) days, to the extent possible, prior to its proposed implementation.

C. The parties agree to participate in Departmental Labor-Management Committee, which may meet as issues arise by either party, but no more than once every month, unless agreed to by both parties. Management further agrees that it will meet on a timely basis at the request of Labor. The Committee shall consist of no more than seven (7) members each from Labor and Management provided there is an equal number from each side. The Labor members may be selected from the Local Union members, Labor Relations Specialist and Council 67 representatives. The parties may agree in the context of a specific meeting to have more than seven (7) representatives provided there is an equal number from each side.

D. 1. Beginning April 1, 2012, the appropriate Local President(s) and Labor Relations Specialist shall be provided with a copy of any new or amended departmental rules and regulations at least ten (10) business days prior to implementation. However, if a situation requires implementation prior to the expiration of ten (10) business days, the Department will notify the appropriate Local President(s) and the Labor Relations Specialist to advise of the reasons for earlier implementation. Employees shall be given a copy of any department changes to Rules and Regulations. Department Rules and Regulations shall not conflict with this Agreement.

For any departmental rules or regulations that exist prior to April 1, 2012, said rules or regulations will be made available to the Local President and Labor Relations Specialist within ten (10) business days of the request.

2. The parties agree to participate in a County-wide Labor Management Committee (CLMC), which may mutually agree to meet when issues arise, but no less than bi-annually. The CLMC shall consist of no more than ten (10) participants each from the Union and Management. Each party shall be responsible for choosing their participants. Agenda items shall be forwarded to the other party prior to the meeting. Such items shall affect employees in more than one department. Within sixty (60) days following adoption of the Agreement, the Union will contact the Federal Mediation and Conciliation Service (FMCS) to request training in issue-based techniques for the CLMC. The FMCS shall facilitate and work with the CLMC to establish by-laws, set priorities and timelines. It is assumed that the FMCS training and facilitation will be at no cost to the County or the Union. If this is not the case, both the County and the Union will discuss feasibility on continuing to pursue FMCS training. The parties understand and agree that the FMCS shall have no authority to mandate terms binding on either the County or the Union. It is also understood by the parties that the CLMC may not change, revise or alter the existing collective bargaining agreement. However, the CLMC may recommend changes to the existing collective bargaining agreement, which will be discussed during the next negotiations.

E. When agenda items affect a specific group of employees covered by this Agreement, a group representative may, at the Union's request and with the concurrence of the County in advance of the meeting, also be permitted to attend the meeting.

F. The County will provide the Union Presidents in 1170, 2462, 2735 and 3389, the Labor Relations Specialist and Council 67 Staff Representative with a copy of the current Personnel Law and Administrative Procedures dealing with personnel matters with updates as they are published.

## **ARTICLE 6 -- SHOP STEWARDS/UNION OFFICIALS**

A. The County recognizes and shall deal with appropriate Union Representatives as set forth

herein in areas designated below in regard to grievances filed under this Agreement.

B. "Union Representative" means any person designated or elected by the Union officially to represent its members. These representatives shall include Local Union Stewards, Union Presidents, Union Officers, or Board Members, designated full-time paid local Union representatives and the American Federation of State, County and Municipal Employees International or Council Representatives, Officers and Board Members.

C. The Union will prepare, keep current and give a list of designated Stewards and staff representatives and their work locations or revisions thereto to the agency where the Steward is employed and to the County's designee. The Union shall promptly notify the County of any changes of such Stewards.

D. The County will prepare, keep current and provide to the Union a list of County representatives. The list shall include the organizational chart for the department, if one is available, and their work locations. The County shall provide immediate notice of any changes with whom the Union is to deal. The County will send the list on July 1 of each year, and shall promptly notify the Union of any changes of County representatives.

E. The County recognizes and shall deal with designated accredited Union Stewards for employees covered by this Agreement.

F. The County recognizes and agrees to deal with designated Union Stewards, elected bargaining unit council representatives and/or Union staff on matters including but not limited to the following:

1. Contract enforcement.
2. Discipline including investigatory interviews of employee under investigation in non-criminal matters.
3. Discussions with management on denials of reasonable accommodation.
4. Posting of official notices.

G. Union Stewards and the Local Union Presidents shall, after receiving permission from their appropriate supervisors (such permission not to be unreasonably withheld), be granted reasonable time off with pay during working hours to investigate grievances, at the Step 1 level and to attend Step 1 meetings, and the Local Union Presidents will also be granted reasonable time off to attend Step 2 and Step 3 meetings where appropriate. The parties agree that time spent by the Stewards and the Local Union President in investigating grievances will be kept to a minimum; and the grievance investigations shall at all times be conducted so as not to interfere unreasonably or unnecessarily with the Employer's operations.

H. AFSCME Locals 1170, 2462, 2735, and 3389 and Council 67 shall appoint one (1) bargaining unit member from all of the units represented by AFSCME Locals 1170, 2462, 2735, and 3389 to serve as the Labor Relations Specialist for all the employees in those units. The Labor Relations Specialist shall be a County employee on payroll status and shall be responsible for labor relations' activities associated with the administration of this Agreement on a full-time basis. The Union agrees to indemnify and hold the County harmless if grant funding of the Labor Relations Specialist is disallowed by audit. Furthermore, he/she shall be responsible for coordinating and processing of Step 2 grievances for all the Local Unions, and shall conduct

activities to avoid overlapping or duplicating services of any other Union representatives. These activities shall be conducted without disrupting the work of any County employees who are not directly involved.

I. One (1) County Administration Building parking permit and one (1) County Service Building parking permit will be provided to the Local Union Presidents, Labor Relations Specialist and Council 67 representative.

## **ARTICLE 7 -- UNION SECURITY**

A. All employees covered by this Agreement who are members of the Union or who elect to become members of the Union will, pursuant to the paragraph immediately following, remain members of the Union for the duration of this Agreement.

B. 1. The Union, upon the presentation of dues deduction authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues deducted from their paychecks on a biweekly basis and remitted to the Union. The County agrees to reinstate an employee's dues deduction from available net income within thirty (30) days of the employee's return to work from extended leave.

2. For those employees who become members of the Union and who properly execute payroll deduction authorization cards, the Employer agrees to withhold from their pay check each pay period the regular Union dues, P.E.O.P.L.E deductions, Union authorized supplemental insurance, or other Union authorized deductions in the amount certified to the Employer by the Union. The Union will remit this data using electronic processes as defined by the Employer. Such withholdings are to be transmitted via electronic fund transfer to the account authorized by the comptroller of AFSCME Council 67, on a biweekly basis and remitted to the Union. The Union will use the Employer's electronic process to notify the Employer at least 30 days prior to any change in such dues. Membership lists and bargaining unit lists shall be remitted monthly via email, in excel format, to an email authorized by the Comptroller of AFSCME Council 67.

C. Council 67 will provide to any bargaining unit employee who so requests, its procedure that demonstrates to that employee the Union's compliance with applicable U.S. Supreme Court decisions concerning service fees.

D. The Union agrees to indemnify and hold harmless the Employer from any loss or damages due to payroll errors arising from the operation of this Article. The County will work with the Union to correct any errors made in the administration of this Article.

## **ARTICLE 8 -- UNION COMMUNICATIONS**

A. Where feasible, the County agrees to provide bulletin boards solely for the usage of the Union, at every worksite, in convenient places for posting of official Union notices and information. The parties agree that the usage of such bulletin boards will be to promote employee-employer relations, as well as to keep the members of the Union informed of its representation activities.

B. Provided always that the distribution needs of the County be paramount, the Union will be

permitted to use the County's interoffice service and electronic mail system for distribution of official Union communications to employees covered by this Agreement and for matters associated with administration of this Agreement, including the grievance procedure; and further provided that the courier service will not be responsible for mass distribution of individually addressed communications and the electronic mail system will not be used for mass, broadcast messages to the Local Union membership. The Union shall also be permitted reasonable use of the County telephone system, including use of facsimile machines for the purposes enumerated above. The Union will provide its own paper when using County photocopiers.

C. The County will permit AFSCME to maintain an official mailbox at work sites. The boxes will be provided by AFSCME. Mail delivered to these boxes will be delivered unopened.

D. The County will allow the Union a reasonable opportunity to meet with new employees covered by the Agreement during the lunch break, or at the conclusion of new employee orientation for the purpose of briefing the employee on this Agreement and the Union's programs and benefits.

## **ARTICLE 9 -- UNION BUSINESS LEAVE**

A. Within three (3) months of the enactment of this Agreement, the parties will agree on a total number of designated Union stewards eligible for Union Business Leave. Effective July 1, 2006, such leave will be dedicated to a single composite bank of four thousand five hundred (4,500) hours per calendar year for all members represented by this bargaining unit for attendance at regularly scheduled Union conventions, training and conferences, preparation for negotiations and grievances, meetings of union local presidents and other appropriate union business. Union Business leave shall be authorized by the Appointing Authority based on operational needs. The leave balance will be maintained by the Office of Human Resources Management.

B. 1. When requesting leave under this Article, the Union must adhere to the following procedures: Not less than ten (10) working days before the event for which leave is requested, the Union shall provide the Office of Human Resources Management with a written request for the leave, indicating the event and the date(s) it will take place, the amount of leave requested and the names of the employees for whom it is requesting administrative leave, noting their Department and the Local in which they will be attending the event. The Human Resource Management Office will forward the request to the Directors of the Department or his/her designee for signed approval within five (5) days of receipt of request. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld. When an event for which leave is requested requires travel outside of the State of Maryland, the Department will notify the employees of approval no later than five (5) days after receipt of the request so long as sufficient notice and information is provided by the Union.

2. Up to four (4) hours per pay period may be utilized by the local union presidents covered by this agreement to attend to presidential duties and responsibilities. The ten (10) working days' notice requirement set forth in Section B.1. above, shall be waived for such union local presidents, but union local presidents must still obtain supervisory approval subject to the operational needs of the County. Leave requests under Article 9.B.2. will not be unreasonably withheld.

C. Employees elected to any Union office or selected by the Union to do work which takes them from their employment must request the County's approval at least ten (10) working days in advance of such unpaid leave, and the request shall stipulate the time of such leave of absence. In no case shall such Union business leave exceed one (1) year. The leave may be extended for an additional one (1) year by consent of the County in the same manner as originally requested. Such approval shall not be unreasonably withheld. During an employee's second (2nd) year leave of absence granted under this paragraph, his/her position may be filled by another employee. In that event, the employee returning from the leave of absence will be placed in a vacant position for which he/she is qualified.

#### **ARTICLE 10 -- P.E.O.P.L.E. DEDUCTION**

The Employer agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement, who so request in writing, voluntary contributions to the Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this paragraph.

#### **ARTICLE 11 -- NO STRIKE OR LOCKOUT**

The Union agrees that there shall be no strikes except as defined in Section 13A-102(n) and Section 13A-112, County Labor Code. The Employer agrees that there shall be no lockouts. In the event of an illegal strike, slow-up or work stoppage, the Union shall promptly and publicly disavow such unauthorized conduct.

#### **ARTICLE 12 -- WAGES**

##### **A. Cost of Living Adjustments (COLAs)**

1. Employees covered by this Agreement will receive a two percent (2%) cost of living adjustment effective the first full pay period in January 2019.
2. Employees covered by this Agreement will receive a one and one-half percent (1.50%) cost of living adjustment effective the first full pay period in January 2020.
3. No employee in the bargaining unit shall be paid less than the current Prince George's County Living Wage, as follows: When the Prince George's County Living Wage is revised by the County, a new Adjusted Living Wage (ALW) shall reflect an adjustment of twenty-five percent (25%) for fringe benefits. All minimum salaries contained in "Schedule of Pay Grades (A03-A27)" that are below the County Living Wage will be paid at the ALW rate. Employees paid under the ALW shall not be eligible for Union negotiated COLA increases, but shall be eligible for merit increases per the Agreement. By April 30th of each year, the County shall provide benefit information to the Union for those employees who would be paid ALW for the upcoming fiscal year. Notwithstanding this or any other provision of this Agreement, the Parties agree that for Fiscal Year 2014 and Fiscal Year 2015, this section shall not apply.

##### **B. Pay Plan Description**

All employees in the bargaining unit are in the "A" Salary Schedule, with salaries listed in Attachment A – Schedule of Pay Grades (A03– A27).

**C. Merit and Salary Increases**

**1. Merit Increases**

a. Employees covered by this Agreement eligible to receive a merit increase will receive a three and one-half percent (3.5%) merit increase on their anniversary dates beginning the first full pay period in July 2018 (FY 2019).

b. Employees covered by this Agreement eligible to receive a merit increase will receive a three and one-half percent (3.5%) merit increase on their anniversary dates beginning the first full pay period in July 2019 (FY 2020).

There will be no other wage increases for the duration of this Agreement.

**2. Salary Increase Upon Promotion or Reallocation**

Employees within the MINIMUM to MAXIMUM rate range will receive a ten percent (10%) salary increase upon promotion or reallocation to a higher grade provided that the employee's salary rate upon promotion shall not be at a rate less than the MINIMUM rate or in excess of the MAXIMUM rate.

**3. Salary Decrease Upon Demotion**

Employees within the MINIMUM to MAXIMUM rate range who are demoted will receive a ten percent (10%) salary decrease, provided that in no event may the rate upon demotion be less than the MINIMUM rate or exceed the MAXIMUM rate of the new grade.

**4. Anniversary Date**

Employees covered by this Agreement and hired before July 1, 2005, will keep the anniversary dates that they held on July 1, 2005, for as long as they are continuously employed. Employees entering the unit (through new hire, transfer, promotion, demotion) on or after July 1, 2005, will have as their anniversary dates the date of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

**5. Paychecks**

All bargaining unit employees shall receive their paychecks in sealed envelopes.

**ARTICLE 13 -- HOURS OF WORK**

A. Except for 1) employees working on special operations, 2) employees hired on or after July 1, 2005, 3) former General Schedule employees who entered this bargaining unit after April 1, 2006, 4) those employees for whom the County has received the Union's consent to work an

alternate work schedule, 5) transit equipment operators who work split shifts, 6) employees assigned to the animal shelter, 7) OCS employees permanently assigned to the Correctional Center, and 8) DPWT employees assigned to dispatching responsibilities, employees shall have a regular workweek of eight (8) consecutive hours, excluding an unpaid meal period, within a twenty-four (24) hour period, and the normal workweek shall consist of five (5) consecutive days, Monday through Friday. Employees engaged in special operations are defined as employees engaged in an operation for which there is regularly scheduled employment in excess of five (5) workdays in any seven (7) day period, or in excess of eight (8) hours in a workday, provided that any such employee will be compensated for hours worked in excess of forty (40) hours in a workweek pursuant to Article 15 [Premium Pay]. Where Management converts a normal operation to a special operation, Management will provide the Union and the affected employees with reasonable notice of their schedule change. The Union may place issues arising as a result of the conversion of an operation to a special operation on the agenda of the Labor-Management Committee for discussion, but such issues are not subject to the grievance and arbitration provisions of this Agreement.

B. The parties may confer on a Department-by-Department basis regarding flex-time, compressed workweeks or alternative work schedules, and make recommendations on such matters to the Directors, who may accept the recommendations, reject the recommendations, or accept them on a modified basis.

#### 1. Definitions

Alternative work schedule is a variation of a traditional work schedule where an employee can modify arrival and departure times or modify the number of days worked within the parameters agreed upon between the appointing authority and the employee.

Flextime is a schedule where an employee works an 8 hour day, but arrival and departure times vary, with adherence to core business hours.

Compressed workweeks is a schedule that enables an employee to fulfill the regular or traditional work schedule of eighty (80) hours in a bi-weekly pay period over a span of less than ten (10) workdays with a fixed starting and departure time.

C. The Department will issue a policy on compressed workweeks for employees and a flexible work schedule based on departmental needs.

1. The Employer shall implement a flexible work schedule in accordance with the following:

- (a) Operational requirements must be met;
- (b) Service to the public or client population must be maintained;
- (c) Costs to the County will not be increased;
- (d) Each office/operation must be covered during regular hours;
- (e) Flex-time will not diminish the ability of the Department to assign responsibility and accountability to individual employees for the provision of County services and the performance of their duties;
- (f) Flex-time will not affect the eighty-hour (80) pay period for full-time employees.

2. It is recognized that some operations within the County do not lend themselves to flexible work hours. The Director of the affected Department may exclude organizational units or positions from flex-time. Where flex-time is allowed, the Director may specify the types of flex-time that will be available to employees in accordance with operational requirements, and may exclude employees with bona fide performance or attendance problems. Decisions by the Director to exclude organizational units, positions, or individual employees with documented performance problems are not grievable or arbitral under this Agreement.

D. Employees may voluntarily work ten (10) or twelve (12) hour shifts when authorized by the appointing authority provided such ten (10) or twelve (12) hour shifts shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided for all five (5) day, forty (40) hour a week employees. Except, however, that ten (10) and twelve (12) hour shift employees who actually work on a holiday shall receive full holiday compensation for the regularly scheduled shift worked on a holiday. Said employees shall be entitled to overtime compensation for work only in excess of forty (40) hours per week or shall accumulate compensatory time off at the rate of time-and-one-half (1.5) only for time worked in excess of forty (40) hours per week.

E. The Employer will identify essential positions. Each essential employee will be notified in writing of the essential status of his/her position at the time of hire and/or annual evaluation.

F. Any employees covered by this Agreement who report for duty on a day the County is closed due to a special operation or other unforeseen causes, have completed their assigned duties, and are released from duty for the balance of their shift, will be granted administrative leave for the balance of the shift.

G. When the County is closed and grants administrative leave to nonessential employees, essential employees who work their assigned shifts on that day will be granted the same number of hours on an hour-for-hour basis of compensatory leave as nonessential employees were granted in administrative leave.

H. Employees not designated as essential will also receive compensatory time on an hour-for-hour basis for work they are required to perform on their regularly scheduled tour of duty when other employees on the same tour of duty not required to work are granted administrative leave due to the declaration of an Administrative Closing.

#### **ARTICLE 14 -- REST PERIOD**

Each department shall have its own policy regarding rest periods upon recommendations submitted by the Labor Management Committee. This policy will include no less than two (2) fifteen (15) minute breaks which may or may not be incorporated in the employee lunch period.

#### **ARTICLE 15 -- PREMIUM PAY**

A. Employees shall be compensated for overtime worked as follows:

1. Employees will be compensated at the rate of one and one-half (1.5) times their regular rate of pay for time they are required to work in excess of forty (40) hours in a workweek.

2. All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime hours they are required to work on Sunday. In this context, the term Sunday means the "regular day of rest" immediately preceding the start of the individual's normal workweek when the employee is not required to report for work. In some instances, this "regular day of rest" occurs on the same day each week. In other situations, this scheduled day of rest may rotate in a definite pattern that is to be determined by the Department. Overtime work on a "regular day of rest" that may occur at the conclusion of the individual employee's normal workweek is not covered by this section.

3. All employees will be compensated at the rate of two (2) times their regular rate of pay for work on the seventh consecutive day of work.

4. All leave with pay shall be considered time worked in the computation of overtime.

B. For purposes of computing overtime, paid leave hours and all holiday hours (worked or unworked) for which an employee is compensated, shall be regarded as hours worked.

C. Employees covered by this Agreement may elect to accrue compensatory leave in lieu of the appropriate overtime pay for all authorized overtime hours worked. For purposes of this provision and other compensatory leave provisions of this Agreement, compensatory leave will be scheduled at mutually agreeable times. The parties agree that this paragraph will be administered consistent with the requirements of the Fair Labor Standards Act and the County's rules and regulations.

D. Employees who without an intervening break work three (3) hours or more beyond their regular work shift of eight (8) hours shall receive a paid one-half (.5) hour meal period. For every four (4) consecutive hours of work thereafter, employees shall receive an additional one-half (.5) hour paid meal period. Employees who work three (3) or more hours overtime consecutive to the end of their shift may receive a meal allowance of up to ten dollars (\$10.00) by providing the Department with a receipt for the meal.

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

F. Overtime can be worked only when the needs of the workload demand it and the type of work to be performed must dictate the selection of employees. The selection(s) should be made, so far as the circumstances will permit, from qualified employees who are capable of doing the particular work. Overtime should be allotted amongst all employees in as fair and equitable a manner as circumstances and the job requirements will permit within the appropriate class.

G. Certification Pay

Effective July 1, 2013, the Certification Pay provisions shall be as follows:

1. Construction Standards Inspectors and Property Standards Inspectors will receive a six percent (6%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed the International Code Council (ICC) National Certification Examination Program examinations listed immediately below or their predecessors:

- a. Residential Building Inspector (B1);
- b. Residential Electrical Inspector (E1);
- c. Residential Mechanical Inspector (M1);
- d. Residential Plumbing Inspector (P1);
- e. Commercial Building Inspector (B2); and, f. Fire Inspector I (66).

2. Property Standards Inspectors will receive a two percent (2%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed both the ICC Zoning Inspector (75) and the ICC Property Maintenance and Housing Inspector (64) examinations.

3. Construction Standards Inspectors who perform commercial electrical inspections will receive a six percent (6%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed both ICC Residential Electrical Inspector (E1) and the ICC Commercial Electrical Inspector (E2).

Permit Specialists in the Department of Permitting Inspections and Enforcement shall receive a six percent (6%) increase in their hourly rate of pay provided they substantiate to the Employer that they have passed both the ICC exam fourteen (14) Permit Technician and the CS Code Specialist Module Intentional Code Council (ICC) National Certification Exam Program. The courses are:

1. General Administration (14)
2. Legal Aspects (14)
3. Plans and Documents (14)
4. Zoning and Site Development (14)
5. Customer Service and Communications (CS)
6. Financial Management (CS)
7. Personnel Management (CS)
8. Records Management (CS)
9. Code Enforcement (CS)

Employees receiving Certification Pay are required to take continuing education courses for each discipline in order to maintain their certification. Loss of current certification will result in the elimination of the six percent (6%) certification pay.

4. Construction Standards Inspectors can receive only one (1) of the six percent (6%) increases provided for in paragraph 1 or paragraph 3 above. Property Standards Inspectors can only receive certification pay under either paragraph 1 or paragraph 2 above.

5. Construction Standards Inspectors will receive a six percent (6%) increase in their base hourly rates of pay provided they substantiate to the employer that they have passed the International Code Council (ICC) National Certification Examination Program examinations listed immediately below:

- a. Commercial Mechanical Inspector (M2)
- b. Building Plans Examiner (B3)
- c. Commercial Energy Inspector (77)

- d. Residential Energy Inspector/Plans Examiner (79)
- e. Fire Inspector II (67)
- f. Accessibility Inspector/Plans Examiner (21)

6. Traffic Service Workers and Engineering Technicians in the Department of Public Works and Transportation will receive a five percent (5%) increase in their base hourly rates of pay provided that they substantiate to the Employer that they have passed the International Municipal Signage Association (IMSA) Certification Program related to the Department of Public Works and Transportation job requirements.

7. Construction Standards Inspectors and Engineering Technicians in the Department of Public Works and Transportation will receive a five percent (5%) increase in their base hourly rates of pay provided that they substantiate to the Employer that they have been awarded an Engineering Technician, Level III, certification from the National Institute for Certification of Engineering Technicians (NICET).

8. Equipment Mechanics and Heavy Equipment Mechanics in the Office of Central Services, Fleet Management Division, the Department of Public Works and Transportation and the Department of the Environment shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in either the test series for Automobile (A1 through A8) or Medium/Heavy Truck (T1 through T8). In addition, these employees shall be paid an additional twenty-five cents (\$0.25) per hour for each ASE advanced level series L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

9. Machinists in the Office of Central Services, Fleet Management Division, shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in the test series for Engine Machinist (M1 through M3). The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

10. Parts Specialists and Supply/Property Clerks in the Office of Central Services, Fleet Management Division and the Department of Public Works and Transportation shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in the test series for Parts Specialist (P1 through P4). The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

11. General Clerks (Service Writers) and Assistant Managers in the Office of Central Services, Fleet Management Division, the Department of Public Works and Transportation and the Department of the Environment shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in either the test series for Automobile (A1 through A8) or Medium/Heavy Truck (T1 through T8). In addition, these employees shall be paid an additional twenty-five cents (\$0.25) per hour for each ASE advanced level series L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

12. Equipment Mechanics and Heavy Equipment Mechanics in the Department of the Environment and in the Department of Public Works and Transportation, Equipment Maintenance Division, shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in the test series for Medium/Heavy Truck (T1 through T8). The premium shall be added to the base hourly wage at the time the employee submits proof of certification to the Department. Failure to maintain a certificate will result in forfeiture of the premium pay.

13. Employees whose job requires a hazardous materials certification will be granted four (4) hours of administrative leave to take the recertification examination every four (4) years.

14. On a Departmental basis, the parties may develop and/or recognize job related certification programs for employees covered by this Agreement and make recommendations on job certification programs to the Department Director. Recommendations may include one-time payments of up to five hundred dollars (\$500.00) plus reimbursement for reasonable and necessary expenses incurred to an employee who successfully completes the recognized program. The Director has the complete discretion to implement the recommendations, to implement them with modifications, or reject them.

15. Employees who substantiate to their employer that they have passed the Fundamentals of Engineering Examination as administered by the State Board of Professional Engineers or, the Certified Building Official's Legal and Management (01), and Technology (02) examinations administered through the ICC shall receive a five percent (5%) increase in their base hourly rates of pay.

16. Employees who substantiate to their employer that they have achieved Professional Licensure issued by the Maryland Board of Professional Engineers or the Maryland State Board of Architects shall receive a five percent (5%) increase in their base hourly rates of pay.

17. Employees whose classifications require that they hold and maintain a commercial driver's license (CDL), and who substantiate to their employer that they have obtained or renewed their CDL license, shall be reimbursed by the Employer for the cost of the license issue or renewal. Any costs pertaining to the medical examination will be covered pursuant to Article 40 of this Agreement.

18. Effective the first full pay period in January 2017, employees who are taking courses for CEU credits for their County required professional certification shall be reimbursed up to \$100.00 per year towards the cost of the training courses.

#### H. Language Interpretation

Employees covered by this Agreement, who are required to speak a second language as part of the normal routine of their job and that status is reflected in the employee's job description, will receive six hundred dollars (\$600.00) per year provided they pass a conversational proficiency test offered by the Foreign Testing Agency or other entity approved by the Department. In the event that American Sign Language is requested, a contractual employee will provide the service. The premium pay (\$600.00 per year) will be prorated for the fiscal year and reflected in the employee's biweekly paycheck.

## **ARTICLE 16 --SPECIAL OPERATIONS, CALL-IN, STANDBY, DIFFERENTIAL PAY AND SHIFT DIFFERENTIAL**

### **A. Special Operations**

1. A Special Operation will include but not be limited to the following:

- a) Inclement Weather
- b) Natural or Man Made Disasters
- c) Other Emergency Conditions

2. Each Director may designate a Special Operation for his/her own Agency. Where the Director has designated a special operation, he/she may, at his/her discretion, schedule employees to work the special operation in a manner, which he/she believes is necessary for safe and efficient operations. Scheduled shifts will be posted before the end of each shift.

3. The parties agree that Sections A.1 and A.2 above are meant to provide operating flexibility for special situations of weather, disaster, or short term emergencies. It does not provide authority to change schedules of bargaining unit employees so as to avoid premium pay for regular, recurring work. Examples of work not authorized to be changed under these Sections include but are not limited to methadone clinic work, routine police car repair or accessorization, and leaf collection.

4. On days when the Director has designated a special operation, employees who report to work at all times so required will be paid for all hours actually worked during what would be the employee's normal hours of work at the rate of pay normally applicable to those hours of work and for all hours of work actually worked outside of what would be the employee's normal hours of work at the appropriate overtime rate.

5. Where, pursuant to paragraph 2, above, employees who report at their normal starting time (e.g., 7:30 a.m.) on the first day of a special operation are relieved of duty prior to completion of their regularly scheduled shift, the employees will be paid either administrative leave or compensatory leave at the straight-time rate on an hour for hour basis for the balance of their regularly scheduled shift hours not actually worked. Where an employee covered by this Agreement who is scheduled to work the first special operations shift on snow and ice removal following the close of the regular workday is not released from work before the close of his/her regular workday, the employee will be granted compensatory leave hours equal to the number of hours remaining in his/her regular workday from the time when other employees on the same special operations shift were released from work.

6. On subsequent days, employees who work fewer than a total of eight (8) hours during the day (whether straight-time or overtime) will be paid the difference between the number of hours worked and eight (8) hours in administrative leave or compensatory leave at the straight-time rate. In all cases, however, the employee will receive a minimum of eight (8) hours (overtime and straight time combined) of pay per day. The decision as to whether to pay compensatory or administrative leave is solely up to the Director, provided, however, that any compensatory leave so earned will not be forfeited.

7. An employee who has an unexcused absence from work (i.e., AWOL) during any workweek in which these special operations provisions are involved will forfeit the benefits of these provisions and will be paid only for hours actually worked during a special operation that week in accordance with the other terms of this Agreement.

8. When employees are under a regular work schedule and a condition arises that would change it to a special operation, no employee will be required to work more than twelve (12) consecutive hours in a day except as permitted by Federal or State Law, or unless the Governor, or designee declares a state of emergency.

9. Notwithstanding Article 39 (Holidays), when a holiday is observed on a day that a special operation is designated, any employee covered by this Agreement who works on that day will be paid at the rate of two and one-half (2.5) times their regular rate for all hours worked when the special operation is in effect on the holiday.

#### B. Call-in/Stand By

1. Employees called in to work outside their regular shift shall receive a minimum of two (2) hours pay including travel time, at the applicable rate of pay.

2. Except for special operations, if the employer directs any employee to be on-call or standby, the employee will receive three (3) hours during weekdays and four (4) hours on holidays and weekends of compensatory leave or pay at the request of the employee and the approval of the Appointing Authority for each day on standby.

3. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.

4. Except for special operations, when carrying a County issued personal communications device, the employee will receive straight time for after duty hours and one and one-half (1.5) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority or his/her designee) if asked to respond including travel time.

5. Except for special operations, Building Engineers (with the Office of Central Services) required to monitor the ABS System (heating, ventilation and air conditioning), will receive two (2) hours of overtime per pay period for monitoring and/or troubleshooting services. This provision is limited to a maximum of eight (8) Building Engineers per pay period. If the engineer is required to report to the worksite, he/she will be compensated in accordance with the applicable provisions of this Agreement.

#### C. Differential Pay

1. Effective the first full pay period of January 2017, employees covered by this Agreement who are assigned to the Refuse Disposal Division or the Refuse Collection Division shall be paid a differential of one dollar and sixty cents (\$1.60) for each hour actually worked. This differential will also be paid, on the same basis, to all employees who normally receive it

but who are temporarily assigned to special operations, and it will also be paid to all other employees covered by this Agreement for hours actually worked on special operations.

2. Effective the first full pay period of July 2017, field personnel and mechanics, covered by this agreement and assigned to the Highway Maintenance Division shall receive a differential of seventy five (\$0.75) cents per hour for each hour actually worked.

3. Animal Control Officers and Office of Central Services maintenance staff who are permanently assigned to the Correctional Center shall be paid a differential of one dollar (\$1.00) per hour.

4. To the extent permitted by applicable law, the differential paid under this subsection shall not be considered to be part of the employee's base rate nor shall it be applied to pay for nonproductive hours such as holiday pay, annual or sick leave pay, nor shall it be used for the purpose of computing retirement deductions, retirement and insurance benefits. Landfill employees with job assignments that make them eligible for the differential on a full-time permanent basis shall receive that pay for all paid status hours, including approved leave hours and holidays.

#### D. Shift Differential

Employees covered by this Agreement and regularly assigned to night or shift work shall be paid one dollar and thirty cents (\$1.30) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m. Transit Equipment Operators (Equipment Operator I) are eligible to receive shift differential for hours they work after 4:00 p.m. Notwithstanding the foregoing, the shift differential provided for herein will be paid to Animal Control Officers who work the evening shift for the hours they work after 3:00 p.m. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. Employees eligible for shift differential pay shall receive that pay for all paid status hours, to include approved paid leave hours and holidays.

### ARTICLE 17 -- WORK CLOTHING AND TOOLS

Except as provided below, effective July 1, 2012, the following working clothing and tools provisions shall apply:

A. Except as provided below, all employees covered by this Agreement in Locals 2462 and 2735 will be provided work clothing on a rental basis according to departmental policy.

B. All employees covered by this Agreement who are required by the County to wear safety shoes and who present appropriate proof of purchase for approved safety shoes shall be entitled to reimbursement of two hundred and fifty dollars (\$250.00) per year, which shall be paid during the first full pay period beginning on or after July 1 of each year of this Agreement. At the option of the Department Director, an allowance may be paid instead of a reimbursement.

C. Employees covered by this Agreement who work as Mechanics in the Office of Central Services, the Department of the Environment and the Department of Public Works and Transportation are required to furnish and maintain their own mechanic's tools in a serviceable

condition. To assist in defraying the expenses associated with this obligation, these employees will be provided with a tool allowance of eight hundred dollars (\$800.00) per year in a check during the second full pay period in July.

D. Employees of the Office of Central Services, Fleet Management, whose work responsibilities require performing duties outside the garage facility will be provided individual waterproof and insulated jackets, fitted to manufacturers standard sizes.

E. Those Animal Control Officers who are provided uniforms will be paid a uniform maintenance allowance of six hundred and twenty-five dollars (\$625.00) for upkeep of their uniforms. This allowance shall be paid during the first full pay period beginning on or after July 1 of each year of this Agreement.

F. The County will provide and maintain uniforms for all employees covered by this Agreement in the Department of Housing and Community Development who are in plant operations and labor and trade classifications. The County will also provide uniforms to the Department of Housing and Community Development Construction Advisors and Rental Assistance Division Inspectors. The Employer will furnish adequate rain gear where necessary to employees in those classifications.

G. Construction and Property Standards Inspectors and Refuse Collection Inspectors will receive an expense allowance of three hundred dollars (\$300.00) per year for actual expenses reasonable and necessarily incurred in the performance of their job duties. The allowance will be paid in one (1) installment in July of each fiscal year.

H. Transit Operators, Taxi Investigators, Transit Service Coordinators and crew supervisors in the Department of Public Works and Transportation and Construction Advisors, Section 8 Inspectors, Environmental Health Specialist in the Health Department and the Department of Permitting, Inspections, and Enforcement (DPIE), and Lead Inspectors in the Department of Housing and Community Development will receive a clothing allowance of three hundred dollars (\$300.00) effective the first full pay period of July 2018. The allowance will be paid in one (1) installment in July of each fiscal year.

I. The Union and County will form a joint committee of three (3) persons each to investigate the issues associated with the raingear currently provided to bargaining unit employees. The County and Union committee members will make a good faith effort to investigate alternative available rain gear and make a recommendation by January 2019.

## **ARTICLE 18 -- TEMPORARY ASSIGNMENTS**

A. Employees who are required to perform all or any part of the duties of a higher job classification after one (1) work day shall be compensated retroactively at the rate of ten percent (10%) above their current salary or the minimum necessary to place the employee at the entry level of that grade or whichever is greater. The County will endeavor to pay the higher compensation as quickly as possible, but no longer than thirty (30) days after the employee is serving in an acting capacity. The union will notify the County if any bargaining unit employee is not receiving acting pay after 30 (thirty) days, and the County shall meet with the union to address the issues. No employee shall be required to perform such work for more than one hundred and

eighty (180) calendar days in any one (1) calendar year. The employee shall receive a performance assessment if they remain in the higher classification for more than thirty (30) days. Employee(s) detailed to a position shall be given consideration should they make application once the position is announced.

B. The County shall not schedule work to intentionally circumvent any provision of this Article.

C. This Article shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully. Training will not last more than forty-five (45) calendar days unless agreed between the Union and the County for an extension.

D. Advance notice will be given to the Union of any Temporary Assignment that will exceed thirty (30) calendar days.

E. Employees covered by this Agreement who believe their job duties and responsibilities are outside of their classification may submit a request to their Appointing Authority pursuant to Personnel Law to review the status of his/her position for reallocation where the Appointing Authority believes the action is necessary.

## **ARTICLE 19 -- SAFETY AND HEALTH**

A. The County shall make every good faith effort to provide safe and healthy working conditions for employees. Employees shall refer any unsafe or unhealthy conditions to the County and the Union for their joint consideration. It is recognized that the County may reassign any employee until such conditions are resolved. If the employee believes his/her health to be in danger, a written request should be submitted to the immediate supervisor requesting temporary relocation until the condition is resolved. An employee will not suffer any adverse action based on his/her request. A verbal acknowledgement will be provided immediately, however, a written response will be provided to the employee within one hour of the request. It is recognized that the County may reassign any employee until such conditions are resolved.

B. The Employer and the Union agree to establish a joint Labor-Management Health and Safety Committee sixty (60) calendar days after ratification of this contract. The Committee shall meet as issues arise, by either party, but not more than monthly, unless agreed to by both parties. The Committee shall be constituted as follows:

1. Equal numbers of members from Labor and Management;
2. Each party shall select their own members; and,
3. A representative from Labor and Management shall co-chair.

C. The County will provide employees covered by this Agreement with any protective clothing it is required to make available pursuant to Federal or State Law.

D. The Employer will provide safety training to employees as required for performance of their job and as required by OSHA/MOSH.

E. Annual influenza shots will be made available first to clinical staff and then to general

staff based on availability. Hepatitis B vaccine is offered in accordance with OSHA/MOSH requirements.

F. The Employer shall follow a "Summer Heat" guideline to protect the health and welfare of all employees covered by this Agreement at all times, especially during periods when the outside temperature equals or exceeds 95 degrees. For employees whose primary daily work activities are performed in outdoor environments on days declared by the Washington Council of Governments as a Code Red and when the temperature equals or exceeds 95 degrees, the County will:

1. Consider rainy day activities.
2. Adjust the start of the work day.
3. Supply employees with adequate drinking water or other liquid supplements to maintain body fluid.
4. Permit the employee to take rest periods as deemed necessary by the employee at least 10 minutes per hour.
5. Implement this Article uniformly, fairly and in the best interest of the employees.

G. To the extent permitted by law, the County will provide monthly aggregation data on accidents involving bargaining unit members.

## ARTICLE 20 -- PROBATIONARY PERIOD

A. The probationary period for new employees shall be regarded as an integral part of the training process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of an employee to the employee's position and for disqualifying any employee whose performance and conduct is not satisfactory.

B. The probationary period for new employees covered by this Agreement who are hired into positions other than "dually-allocated" positions shall be for a period of six (6) months from the date of employment. Management may require Construction Standards Inspectors, Property Standards Inspectors and Community Developers who are hired above the entry level to serve up to a nine (9) month probationary period. For all other employees covered by this Agreement who are hired into a "dually-allocated" position, the probationary period shall begin with the date of employment and continue until the employee either advances to the second (2nd) level of the allocation or is terminated. Where an employee covered by this Agreement is hired into a position that has specifically been designated as a "dually-allocated" position, the employee shall be entitled to move to the second (2nd) level of the allocation upon serving the requisite time-in-grade for the position provided that the employee has also received satisfactory performance evaluations while working at the first (1st) level.

C. At any time during the probationary period the Employer may remove an employee if in the Employer's opinion the employee is unwilling or unable to perform the duties of the position satisfactorily or that the employee's habits and lack of dependability do not merit continued employment with the Employer. When dismissing a probationary employee, the Employer will follow the procedures set forth in Sections 16-171(c)(1), (2) and (3) of the County Personnel Law. This shall not be interpreted as subjecting any termination of a probationary employee to the grievance procedure contained in this Agreement.

D. In addition to the type of extension permitted under Personnel Law Section 16-172, the parties may agree to extend for a period of up to sixty (60) calendar days an employee's probationary period. The Union and the affected employee shall receive a copy of the notice extending the employee's probationary period.

## **ARTICLE 21 -- PROMOTIONS**

A. The term promotion shall mean the advancement of an employee to a vacant position in a class with a higher grade.

B. Promotions to positions covered by this Agreement shall be made pursuant to the following procedures:

### **1. General Procedures Applicable to All Promotions**

a. A "vacancy" is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee that 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 AFSCME Staff Representative, Labor Relations Specialist, or the Local President and advertise the specific position to bargaining unit employees by posting a notice at all work locations at places where notices are customarily posted. Any employee covered by this Agreement may apply for any vacancy as defined in this Section.

b. Promotion opportunities shall be posted on bulletin boards or where notices to employees are customarily posted for a minimum of fourteen (14) calendar days. The announcement shall identify the promotion opportunity by location, title, and grade, qualification requirements, written or oral tests to be given and other factors to be considered in the examining process. The announcement shall state where and in what form applications are to be filed and indicate the closing date for receipt of applications which shall not be less than fourteen (14) calendar days from the issuance of the announcement.

c. When a 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 bargaining unit employee will be placed on the list of eligibles sent to the appropriate Department for its consideration. The Appointing Authority will ensure that any bargaining unit member from the Department on any list of eligibles will be granted an interview for the position vacancy if an interview is part of the selection process.

### **2. Equipment Operator Series Promotions**

For promotions within the Equipment Operator series, the candidate with the greatest departmental seniority who is qualified to perform the job will be promoted. In determining whether or not a candidate is qualified to perform the job, the employee must demonstrate the ability to perform competently all tasks associated with the position, and Management may also consider whether the candidate has satisfactory past performance, disciplinary, leave and accident

records. The Employer agrees, however, that it will not unreasonably use these considerations to deprive a senior candidate of a promotional opportunity. Permanent employees (Transit Equipment Operators (EO 1's) of the Transit Division shall receive equal treatment in the filling of vacant Equipment Operator I positions in the Highway Maintenance Division of the Department of Public Works and Transportation with consideration given for the applicant's seniority, provided that the applicant is qualified through competitive testing and has a satisfactory work record.

### 3. Promotions To All Other Positions Covered By This Agreement

For promotions to any position covered by this Agreement other than those described in Subparagraph (2) above, the Employer will consider such factors as knowledge, training, ability, skill and efficiency. When the determining factors are equal, the employee with the greatest amount of departmental seniority will be promoted. If after reasonable time, Management concludes that the employee is not capable of performing the work of the new position, the employee shall be returned to his/her previous grade and position.

### 4. Probationary Period Applicable to All Promotions

At the election of the Employer, an employee who is promoted pursuant to the procedure set forth in this Article shall be required to serve a reasonable probationary period not to exceed ninety (90) days. If, during or at the end of the probationary period, Management concludes that the employee is not capable of performing the work of the new position, the employee shall be returned to his/her previous grade and position.

## ARTICLE 22 -- TRANSFERS

A. If an employee desires to transfer to a vacant position within his/her department, the employee shall submit an application in writing to the Director of the Department stating the reason for the requested transfer at the discretion of the department.

B. If a vacancy exists in the classification for which a transfer has been requested, and the vacancy is to be filled, the employee requesting the transfer shall be transferred provided the employee is a qualified applicant for the vacancy and the transfer will not impair the effectiveness of the Department's operations. If more than one (1) employee has requested transfer to a vacant position and they are all equally qualified, priority will be given to the employee with the greatest Departmental seniority.

C. When an employee requests a transfer to a vacant position which is also a promotional opportunity for other employees, the position may be filled by promotion or transfer at the discretion of the department.

D. When an employee is transferred or reassigned and the employee did not request the transfer, the employee and the Union will receive ten (10) working days advance written notice of the transfer or reassignment except in emergency. On emergency, the employee will receive a notice within five (5) working days after the transfer. (For the purpose of this Article, an emergency shall mean a situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action.) The written notice will state the reason for the

transfer and advise the employee of his/her new work location and reporting date. The same type of notice will also be sent when an employee is reassigned to a new division or given a new reporting location within the same department.

### **ARTICLE 23 -- SENIORITY**

A. Seniority is defined as the length of uninterrupted service with the County beginning at the employee's initial hire date. Departmental seniority shall mean an employee's length of continuous service with the department. An employee's length of continuous service shall be computed from the date of the employee's current employment; provided however, that new employee's names shall not be added to the seniority list referred to in the paragraph D. below, but shall be listed in the probationary listing specified in the final paragraph below.

B. Seniority shall only be interrupted by a break in continuous service as listed below:

1. Voluntary resignation.
2. Retirement.
3. Discharge for just cause.
4. Failure or refusal to return to work within fourteen (14) calendar days after being recalled from layoff by certified or registered mail addressed to the employee's last known address shown on the employee's personnel record.
5. Absence of three (3) consecutive workdays without reporting to the County unless the employee can establish justification for such failure to report.
6. Disability termination.

C. Seniority shall continue to accrue during all leaves as specified in this Agreement or any other approved leave.

D. The County shall furnish the Union a seniority list (an alphabetical listing by County seniority of all employees in the bargaining unit) on January 1 of each year, and upon request, an updated seniority list shall be furnished by the County on July 1. Said listing shall include employee's most recent hire date, job title, salary and work location/department.

E. The County shall furnish the Union with a separate listing, on a quarterly basis, of all new employees hired in job titles represented by the Union. This listing shall include the new employee's most recent hire date, job title, salary and work location/department.

### **ARTICLE 24 -- LAYOFF AND RECALL**

A. Reduction-in-force will be administered in accordance with the Personnel Law.

B. The duly elected Presidents and Labor Relations Specialist of the locals shall be granted superseniority for the duration of his/her time of office. The grant of superseniority means that the Union Presidents will be the last bargaining unit employees to be laid off in the event that a reduction-in-force affects bargaining unit employees. Once out of office, the former President and Labor Relations Specialist shall revert to his/her regular seniority date.

## ARTICLE 25 -- PERSONNEL FILES

A. The Personnel Records policy for employees covered by this Agreement shall be administered in accordance with the Personnel Law, with the following exception:

1. At the employee's written request (which request shall not be made part of the personnel file), memorandums of counseling, records of discipline up to a three (3) day suspension, or its equivalent, will be removed from an employee's personnel file(s) 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. Records of discipline involving a four (4) to ten (10) day suspension will be removed at the employee's written request thirty-six (36) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the thirty-six (36) month period.

B. When the Union is representing an employee in a grievance filed under this Agreement, the Union may review the employee's personnel file for information relevant to the grievance so long as the employee provides the County with written authorization for the Union to do so.

C. The County shall remove all of the above files from his/her personnel file within thirty (30) days of the employee's written request.

D. The department will distribute the employee's copy of any processed Personnel information in a manner which ensures confidentiality.

## ARTICLE 26 -- SUBCONTRACTING

Employees who have completed the probationary period shall not be terminated from employment for lack of work as the result of outside contractors, temporary employees, or Limited Term Grant Funded personnel carrying out the duties normally performed by said employees.

## ARTICLE 27 -- ANNUAL LEAVE

A. Full-time employees shall accrue annual leave on the following basis:

- |   |                      |
|---|----------------------|
| 1. Zero (0) through three (3) years of service    | Thirteen (13) days   |
| 2. Four (4) through fifteen (15) years of service | Twenty (20) days     |
| 3. Sixteen (16) or more years of service          | Twenty-six (26) days |

B. Employees who work on a year round part-time basis with a scheduled workweek of twenty (20) hours or more shall accrue leave in proportion to the hours worked.

C. 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). Any excess annual leave over three hundred sixty (360) hours at the end of each year will be converted to sick leave.

- D. 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 the paragraph immediately above.
- E. Employees will be required to use their accumulated compensatory leave before using annual leave.
- F. Employees shall accumulate annual leave commencing the first date of their employment, but shall not be granted annual leave during the first ninety (90) days of service with the Employer. The employee shall earn a leave credit at the appropriate rate as indicated in paragraph A. above which may be granted after the employee's ninetieth (90th) calendar day of service. Any absence during the first ninety (90) days of service, except due to illness (chargeable to sick leave) or for administrative reasons, shall be charged as leave without pay.
- G. Employees should submit annual leave requests for less than five (5) days to their supervisors as soon as they are aware of the time of expected use. Annual leave for five (5) or more days should be requested at least fourteen (14) calendar days in advance of the anticipated leave period. Supervisors are required to make a timely response to an annual leave request. If a supervisor does not respond to an employee's request for leave within three (3) business days after the leave request is submitted, the employee may request the leave from the next highest supervisor. When an employee's annual leave request is denied, the supervisor and employee will establish a mutually agreeable alternative leave period. When emergency situations arise requiring annual leave, every effort will be made to grant the request provided the employee notifies his/her supervisor not more than one (1) hour after the employee's normal work reporting time each day. An employee may be required, upon return to work, to furnish proof of the emergency as requested by a supervisor.
- H. An employee who has completed the first ninety (90) days of employment with the Employer, and terminates employment shall receive a lump sum payment for the annual leave balance credit accumulated through the last full pay period immediately prior to the employee's separation.
- I. Approved vacation requests shall not be subject to cancellation except in cases of emergency as determined by the Department Director. Employees covered by this Agreement will not be called in to work while on vacation except in cases of emergency as determined by the Department Director. An employee whose vacation approval is canceled or who is called in from vacation will be reimbursed by the Employer for the costs of any reservations he/she made subsequent to the approval of his/her vacation request provided that the employee provides adequate proof of the incurrence of such costs and such costs are non-refundable from the reservation agent, hotel, airline, etc., because of no error or omission on the part of the employee.
- J. An employee whose vacation request has been approved may not cancel his/her approved leave without the prior written approval of Management.
- K. Annual leave may be taken in increments of one quarter (.25) hour or more.
- L. Any holiday as defined in this Agreement that falls within an employee's scheduled vacation will not be charged to the employee's vacation leave.

M. An employee who becomes ill, injured, or hospitalized while on vacation leave shall be able to use sick leave in lieu of vacation leave for the duration of the illness, injury or hospitalization provided that:

1. A written request to charge such time to sick leave is submitted to his/her department within ten (10) working days of the end of that employee's approved vacation leave; and,

2. The request is accompanied by a Doctor's certificate specifying the duration of the employee's illness, injury and/or hospitalization.

## ARTICLE 28 -- SICK LEAVE

A. All full-time employees earn four and one-half (4.5) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours. Part-time employees who work twenty (20) hours or more per week shall accrue sick leave in proportion to the amount of time worked; however, an employee who works less than twenty (20) hours per week shall not be entitled to sick leave.

B. There shall be no limit on the amount of sick leave an eligible employee may accumulate.

C. Sick leave shall be allowed in case of actual sickness or disability of the employee which incapacitates the employee so that the employee is unable to perform the regular duties of employment; or of actual sickness or disability of the employee's spouse, domestic partner, dependent children, parents, grandparents, grandchildren, or former primary caregiver, or because of necessary employee appointments with physicians, dentists or optometrists. The Employer may require proof of the reason for which sick leave was taken when the Employer has reasonable cause to believe that an employee may be abusing sick leave privileges.

D. For purposes of this Article, "domestic partner" shall mean that an employee covered by this Agreement has established a domestic partnership. To establish a domestic partnership, an employee covered by this Agreement and his/her partner must satisfy all of the following requirements:

1. Be the same sex;
2. Share a close personal relationship and be responsible for each other's welfare;
3. Have shared the same legal residence for at least twelve (12) months;
4. Be at least eighteen (18) years old;
5. Have voluntarily consented to the relationship, without fraud or duress;
6. Not be married to, or in a domestic partnership with, any other person;
7. Not be related by blood or affinity in a way that would disqualify them from marriage under State law if the employee and partner were opposite sexes; and,
8. Be legally competent to contract and share sufficient financial and legal obligations.

E. Requests for use of sick leave for physician, dentist or optometrist appointments shall be made to the Employer in advance. Requests for sick leave in all other cases shall be made in advance whenever it is possible, no later than within the first (1st) hour of the start of the

employee's workday.

F. Sick leave will be retained in an employee's account for a period of two (2) years in the event the employee is separated due to a reduction-in-force.

G. The Union shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual leave by employees covered by this Agreement. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Agreement with a zero (0) leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for leave under Article 31.

H. The administration of this sick leave bank shall be the responsibility of the Union. The County agrees to maintain the records of the sick leave bank and shall only be required to transfer sick leave from the bank to the account of an eligible employee upon receiving proper written authorization from the Union that the sick leave is to be transferred and after verification that the receiving employee has met all the necessary conditions of eligibility.

I. In addition to donations to the sick leave bank above, employees will be permitted to donate their sick leave directly to other employees in accordance with the County Personnel Law and procedures.

J. Sick leave may be taken in increments of one-quarter (.25) hour or more.

## **ARTICLE 29 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION**

The annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, with proper notice of separation as determined by the employee's Appointing Authority, be liquidated in the following manner:

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

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

C. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, 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 limitation:

The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay

period in the 1996 leave year (i.e. January 4, 1997), or three hundred sixty (360) hours, whichever is greater.

D. 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 (.5) of the employee's base hourly rate of pay as of January 4, 1997. Sick leave earned beginning the first pay period of the 1997 leave year is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

E. 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.

F. 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 County Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

G. Upon retirement, an employee shall be entitled to receive credit on an actuarial equivalent basis for unused sick leave for which an authorized cash payment has not been elected as creditable service in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, and the terms of any applicable County sponsored pension plan.

H. Upon retirement, employees covered by this Agreement may convert any unused annual leave to new sick leave for pension credit under the State Retirement or Pension Plan.

### **ARTICLE 30 -- PERSONAL LEAVE**

Twenty-eight (28) hours personal leave 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. Transit Equipment Operators (EO 1's) who take a personal leave day will be given sufficient leave to cover their scheduled workday. Personal leave may be taken in increments of one (1) hour.

Personal leave shall be effective concurrent with the wage-reporting year.

### **ARTICLE 31 -- BEREAVEMENT LEAVE**

A. In the event of the death of the employee's former primary care givers, parents, parents-in-law, spouse, domestic partner, siblings or child, the employee shall be granted three (3) days of Administrative Leave for purposes associated with bereavement. For any other member of the employee's family as defined by son- or daughter-in-law, brother- or sister-in-law, grandchild, brother, sister, aunt, uncle, grandparents, or spouse's grandparents, the employee shall be granted

up to two (2) days of Administrative Leave for purposes associated with bereavement. In either case, the employee shall be permitted to take up to a total of five (5) working days leave for bereavement purposes, however, any leave taken in addition to the initial grant of Administrative Leave must be charged to the employee's accrued leave.

B. For purposes of this Article, "domestic partner" shall mean that an employee covered by this Agreement has established a domestic partnership. To establish a domestic partnership, an employee covered by this Agreement and his/her partner must satisfy all of the following requirements:

1. Be the same sex;
2. Share a close personal relationship and be responsible for each other's welfare;
3. Have shared the same legal residence for at least twelve (12) months;
4. Be at least eighteen (18) years old;
5. Have voluntarily consented to the relationship, without fraud or duress;
6. Not be married to, or in a domestic partnership with, any other person;
7. Not be related by blood or affinity in a way that would disqualify them from marriage under State law if the employee and partner were opposite sexes; and,
8. Be legally competent to contract and share sufficient financial and legal obligations.

#### **ARTICLE 32 -- JURY DUTY**

An employee who is required to perform jury service in any court (Federal or State) shall be paid his/her regular salary. If after reporting for jury duty, it is determined that the employee's services are not required and the employee is dismissed from jury duty for the day, the employee must return to his/her regular work for the remainder of the day.

#### **ARTICLE 33 -- LEAVE OF ABSENCE**

A. Employees shall be eligible to request a leave of absence after ninety (90) days of service with the County.

B. Any requests for a leave of absence shall be submitted in writing by the employee to the employee's Appointing Authority. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the leave of absence is approved, authorization for a leave of absence shall be furnished to the employee by the Employer in writing within seven (7) days of the initial request. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

#### **ARTICLE 34 -- FAMILY AND MEDICAL LEAVE**

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

#### **ARTICLE 35 -- BLOOD DONATION LEAVE**

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation

in a blood donor program and for subsequent recuperation on the day they donate blood. The Employer may request verification of such donation.

#### **ARTICLE 36 – DISABILITY LEAVE**

In the event an employee covered by this Agreement is injured on the job and released by his/her physician to perform light duty, such light duty shall be administered in accordance with personnel policy and procedures. Nothing in this Section shall be interpreted as superseding Section 16-189 of the Personnel Law.

#### **ARTICLE 37 -- CIVIC DUTY LEAVE**

An employee subpoenaed to appear before a court, public body or commission on matters relating to the business of the Employer shall be granted leave of absence with pay for the period required to respond to the subpoena. Prior to granting civic duty leave, the employee must provide prior notice to the employer along with a copy of the subpoena as soon as possible following receipt of such subpoena.

#### **ARTICLE 38 -- VOTING TIME**

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

#### **ARTICLE 39 -- HOLIDAYS**

A. The term holiday as used in this Agreement shall refer to the following days:

1. New Year's Day;
2. Martin Luther King Jr.'s Birthday;
3. Presidential Inauguration Day;
4. Washington's Birthday;
5. Memorial Day;
6. Independence Day;
7. Labor Day;
8. County Employees' Appreciation Day;
9. Columbus Day;
10. Veteran's Day;
11. Thanksgiving Day; and,
12. Christmas Day

B. The County Executive shall establish the dates of observance for each of the regular holidays listed above.

C. Full-time employees covered by this Agreement shall be granted holiday leave with pay on observed holidays. Part-time employees covered by this Agreement shall be granted holiday leave with pay in proportion to the number of hours worked, provided that any such employee shall have worked a minimum of forty (40) hours during the full pay period immediately

preceding the pay period within which the holiday is observed. Any full-time or part-time employee on approved, paid leave on the day a holiday occurs shall be considered on holiday leave for that day and shall be paid at the regular hourly rate of pay. To be eligible to receive holiday leave pay an employee must be in a pay status the last regular workday before and the first regular workday after the day of holiday observance.

D. When an employee's regularly scheduled day off coincides with the day of holiday observance, he/she shall be entitled to another day off.

E. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled workday shall be paid for all hours actually worked on the holiday at the rate of two (2) times his/her base hourly rate of pay. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled day off shall be paid for all hours worked at two (2) times his/her base hourly rate.

#### **ARTICLE 40 -- HEALTH AND WELFARE**

A. During Calendar Years 2015 and 2016 and 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective January 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider health insurance plan. Participating employees shall contribute the remaining thirty (30%) of the premium.

B. During Calendar Years 2015 and 2016 and 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%). Effective January 2018, the County shall contribute seventy-five (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO). Participating employees shall contribute the remaining twenty-five (25%) of the premium.

C. Employees who provide proof of medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. During Calendar Years 2015 and 2016 and 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Effective January 2018, the County shall contribute eighty-five percent (85%) to the cost of the County's preferred provider health insurance plan. Participating employees shall contribute the remaining fifteen percent (15%) of the premium. Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

1. The changes in premium contribution percentages (in paragraphs A, B and D) will not become effective unless and until collective bargaining agreements and/or necessary resolutions are approved by the County Council in effect providing that such changes are effective for all County employees. Changes will not be retroactive.

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

F. Employees who choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age, will pay the full cost of whichever option is chosen.

G. Employees may contribute up to the maximum amount allowed by IRS regulations in a dependent flexible spending account and in a medical flexible spending account.

H. Group Life Insurance under the Beneflex Program The County shall pay one hundred percent (100%) of the monthly premium for County basic 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 and 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 and 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 basic life insurance to one (1) times their annual salary and receive a credit.

I. The County shall pay an accidental death benefit of ten thousand dollars (\$10,000.00) upon the death of any employee whose death results from an accidental personal injury arising out of and in the course of his/her employment. This accidental death benefit is also payable for a death due to a bodily injury arising outside of employment.

J. The County's disability leave policy for employees covered by this Agreement is administered pursuant to the provisions of Section 16-224 of the County Personnel Law and Administrative Procedure 284. Where, pursuant to Personnel Law Section 16-224 and Administrative Procedure 284, an employee is determined to be eligible for disability leave, the employee will have sick or other leave time used because of the injury restored subject to the conditions and limitations set forth in Personnel Law Section 16-224 and Administrative Procedure 284.

K. When an employee who is injured on the job has exhausted all available leave (including IOJ) and is granted an unpaid leave of absence pursuant to Article 33 (Leave of Absence), the County will pay the Employer and employee share of the employee's health insurance during the leave of absence.

L. The County agrees to provide, through its payroll department, a computer key for the payroll deduction of a Union life insurance program, for the benefit of those employees who wish to participate in such a program, and who authorize in writing the deduction of premiums for such a program from their pay.

M. Employees covered by this Agreement who are required to possess a commercial driver's license (CDL) to maintain their County employment will be permitted to utilize the services of the County's contractor for employee physical examinations, currently Concentra. Effective January 1, 2017, the cost for the examination will be paid in full by the County, limited to one such exam

per year per required CDL examination. Employees shall continue to be responsible for paying thirty five dollars (\$35.00) for the CDL examination if they utilize more than one CDL physical exam per year. Employees are responsible for making appointments for their examinations and shall make their payments directly to the contractor for services rendered, if necessary. The County will notify the Union and affected employees of any changes, including a different County contractor or the price of the examination.

N. A Health Care Benefits Committee shall be formed thirty (30) days after enactment by the County Council of this Agreement. The purposes of the Committee shall be to review existing health care benefits and provisions for employees and retirees; make recommendations to the Chief Administrative Officer regarding health care benefit levels, cost containment measures and contribution ratios; and meet on a monthly basis or as necessary. Committee members shall include the four Local Presidents, Staff Representative and the Labor Relations Specialist, and an equal number of County representatives. Committee members may send designees to Committee meetings in their place. Each party may appoint one or more outside consultants. The compensation of the consultants shall be the responsibility of the appointing party. Consultants shall be permitted to attend all Committee meetings and shall advise Committee members on subjects under Committee review. The Committee shall be co-chaired by the Chief Labor Negotiator and one of the aforementioned Union Representatives.

O. The County shall provide the Union with copies of all RFPs for health care at the same time as such requests are let for bid. Upon request, the County shall meet and confer with the Union prior to the selection of any health care provider for members of the bargaining unit.

P. Any changes to an employee's health benefits arising out of the adoption of this Agreement shall take effect annually on January 1.

#### **ARTICLE 41 -- TUITION ASSISTANCE/CAREER DEVELOPMENT**

The Union and each Department under this Agreement will meet to establish a committee to develop a strategic plan for on-the-job orientation and professional career development on a department-by-department basis which may include, but is not limited to, allowances and reimbursements. This plan shall be submitted to the appropriate Deputy Chief Administrative Officer within one hundred eighty (180) days of signing this Agreement.

#### **ARTICLE 42 -- MUNICIPAL RAILWAY PASSES**

The County will investigate participation in a commuter check program within thirty (30) days of enactment of this Agreement with recommendations for implementation within sixty (60) days.

#### **ARTICLE 43 -- SUPPLEMENTAL RETIREMENT BENEFIT**

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

All employees covered by this Agreement will be automatically enrolled in the AFSCME Supplemental (CS AFSCME) pension plan from the time of hire into an AFSCME covered position. Contributions will commence with the initial pay period. The only exception to this is for those members hired between July 1, 1990 and January 1, 2007, when the option to "opt-out"

was available, and they chose to do so.

Effective July 1, 1990, employees covered by this Agreement may elect to participate in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program are determined as follows:

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

**B. 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 B.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.

**C. Benefit Payment**

The benefit accrued by an employee under either paragraphs A or B, above, shall not be payable until retirement at the earliest of the following: 1. age fifty-five (55) and fifteen (15) years of service; 2. age sixty-two (62) and five (5) years of service; or, 3. thirty (30) years of service regardless of age.

**D. Funding**

Except for the cost of the additional benefit provided in paragraph H below, (which cost shall be the responsibility of the County) the cost of funding this supplemental retirement plan 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.

E. 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.

F. Supplemental Retirement Benefit Plan (modifications effective July 1, 1992)

Effective July 1, 1992, the benefit accrual rate in paragraph A, above, shall be increased from 0.4% to 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%). Further, during the sixty (60) day period preceding July 1, 1992, employees covered by this Agreement who originally declined to participate in the Supplemental Pension Benefit Program will be afforded the opportunity to enroll in the Supplemental Pension Plan and begin participation effective July 1, 1992, but with no past service credit (i.e., such employees' actual and continuous service will be defined as employment as an employee of Prince George's County from July 1, 1992).

G. Supplemental Retirement Benefit Plan (modifications effective July 1, 2001)

Effective July 1, 2001, the benefit accrual rate in paragraph F, 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 twenty-five (25) years of service for an increase in normal benefit from fifteen percent (15%) to twenty percent (20%). The additional cost for this benefit enhancement will be paid totally by the County.

H. Supplemental Retirement Benefit Plan (modifications effective January 1, 2007)

1. Effective January 1, 2007, the benefit accrual rate in paragraph G, above, shall be increased from eight tenths of one percent (0.8%) per year to one percent (1%) per year of service for up to thirty (30) years of service with a maximum benefit of thirty percent (30%) of Average Annual Compensation. The total cost of this enhancement will be borne by the County.

2. All eligible members of Locals 2462, 2735, 3389 and 1170 will be enrolled in the AFSCME supplemental pension plan.

I. Part-time Employees

Part-time employees participate in the Plan pursuant to the Eighth Amendment to the Plan, adopted November 15, 1993.

**J. 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 D (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;

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.

3. Upon request by an employee, the County will provide him/her a copy of the most recent summary of the plan's financial report.

**ARTICLE 44 -- DISCIPLINE AND DISCHARGE**

**A. Section 1. Discipline**

1. Employees shall only be disciplined for just cause.

2. The Employer agrees to follow a progressive disciplinary policy utilizing the disciplinary methods permitted by the Personnel Law; provided, however, that the parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.

3. Administrative charges may not be brought against an employee unless filed within ninety (90) calendar days from the latest of:

- a. The date of the incident
- b. The date management knew or should have known
- c. Termination of relevant court proceedings
- d. Termination of the employee's incarceration
- e. Any other extenuating circumstances which prevents the employee from being available

4. If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

5. Any disciplinary action may be processed through the grievance procedure specified in this Agreement.

6. The Local President, Labor Relations Specialist, and appropriate Steward shall receive copies of all written disciplinary actions and intended action.

7. Employees covered by this Agreement shall have Union representation when the employee is being questioned regarding any incident which could ultimately lead to an adverse action being taken against the employee.

8. The Department agrees to provide a copy of the referenced Personnel Law when an employee receives a notice of intent to discipline.

**B. Section 2. Discharge and Suspension.**

1. The Employer shall not discharge any employee without just cause. If in any case the Employer feels that there is just cause for discharge, the employee involved and the Union shall be notified at least forty-eight (48) hours in advance of such action.

2. Pending the investigation of charges which may result in the suspension or discharge of an employee or upon notice of intent to suspend or discharge an employee, the Employer may, in its discretion, place the employee on administrative leave in lieu of the measures available under the Personnel Law.

3. The Union shall have the right to take up the suspension and/or discharge at the department head level of the grievance procedure. Where an employee is suspended or discharged, the employee shall be granted the opportunity to have a Union representative present if the employee requests that one be present.

4. All suspension days must be consecutive workdays. Sundays and holidays are excluded in the calculation of time.

**ARTICLE 45 -- GRIEVANCE PROCEDURE**

A. A complaint or dispute between the parties or between the County and an employee, including a complaint or dispute involving the application, meaning or interpretation of the provisions of this Agreement shall be considered a grievance and subject to resolution under the following procedures:

The Local President may file a President's grievance on behalf of a member or members.

**1. Step 1**

a. When any employee subject to the provisions of this Agreement feels he/she is

aggrieved by a violation of this Agreement, he/she, through the Local Union President or Shop Steward, shall give written notice of the grievance to the Department within ten (10) working days after the occurrence of the violation or within ten (10) working days following the time when the employee should reasonably have known of its occurrence. The written notice must be signed by the employee and his/her Union Representative and must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. The Local Union President or Shop Steward and the employee's supervisor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. The Department shall respond to the grievance not later than ten (10) working days after the meeting. If they fail to resolve the matter or no response is given within the prescribed period, the Union may, within five (5) working days thereafter, pursue Step 2 of the Grievance Procedure.

b. Should the Union or the County have a dispute with the other party and, if after conferring, a settlement is not reached within ten (10) working days after occurrence of the events giving rise to the dispute, the dispute may be reduced to writing and proceed to Step 2.

## 2. Step 2

Except as modified below, if the grievance is not resolved under Step 1, and the Union elects to pursue the matter beyond Step 1, the Labor Relations Specialist and/or the Local Union President will meet with the employee's Department Head or the Department Head's designee, for the purpose of attempting to resolve the grievance within ten (10) working days after timely receipt of the written grievance. Should the parties fail to reach an agreement or no response is given within ten (10) working days after the meeting, the dispute may be referred to Step 3.

## 3. Step 3

If a grievance is not resolved under Step 2, and the Union, through its Council 67 Representative elects to pursue the matter beyond Step 2, a written appeal signed by the aggrieved employee and the Council 67 Representative may be filed with the Director, Office of Human Resources Management, within ten (10) working days after receipt of the answer at Step 2. Within ten (10) working days after receipt of the appeal, the Director or his/her designee and the Union will meet to discuss the grievance. The Director, or his/her designee, will respond within thirty (30) calendar days after the hearing. Should the parties fail to reach an agreement, the dispute may be referred to final and binding arbitration in accordance with the provisions of Step 4.

## 4. Step 4

a. If the grievance shall have been submitted but not adjusted under Step 2, and further under Step 3 if appropriate, either the Union, through its Council 67 representative, or the County may request in writing, within fifteen (15) working days after the grievance has been denied at Step 2 or, when applicable, Step 3, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The appealing party shall request the American Arbitration Association to provide each party with a list of nine (9) arbitrators. The Union and the County shall alternate striking arbitrators from the list of nine (9) until one arbitrator remains, who shall hear and decide the grievance. The rules of the American Arbitration Association shall govern

the conduct of the arbitration hearing. Within sixty (60) days after the close of the record, the Arbitrator shall render the decision. If the Arbitrator determines that more than sixty (60) days are required, the Arbitrator shall so notify the parties. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitrator shall be borne by the losing party. Within forty-five (45) days after receipt of the Arbitrator's award for grievance, the County shall execute the award unless appealed.

b. Only grievances arising as a result of disputes concerning the meaning, interpretation or application of this Agreement shall be subject to Step 4 (Arbitration).

c. Failure of the grieving party to adhere to the time limits established in this grievance procedure shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him/her and he/she shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement.

B. The parties agree that grievances will remain confidential.

#### **ARTICLE 46 -- JOB DESCRIPTION**

The signature of employees covered by this Agreement on job descriptions acknowledges employer assignment of duties, tasks and responsibilities. This signature, however, does not preclude the option to pursue a grievance regarding whether job duties and responsibilities are outside of their job classification.

#### **ARTICLE 47 -- MANAGEMENT COMMUNICATIONS**

A. Upon initial printing, the County shall print six hundred fifty (650) contracts (300 copies to Local 2462, 200 copies to Local 3389, 100 copies to Local 2735 and 50 copies to Local 1170) at no cost to the Union. The County shall provide additional copies for new employees, as necessary, to the Labor Relations Specialist. The County also agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet.

B. The County will ensure that, upon request, all Union officers and shop stewards have access to a computer and be placed on the County's email system.

#### **ARTICLE 48 -- ENTIRE UNDERSTANDING**

The parties agree that the total results of their bargaining are embodied in this Agreement and no party signatory hereto is required to render any performance not set forth in the working of this Agreement. The Agreement may be amended only by written agreement signed by the parties hereto.

#### **ARTICLE 49 -- SAVINGS CLAUSE**

In the event any Article, Section or portion of the Agreement shall be held invalid and unenforceable by any court, or higher authority of competent jurisdiction, such decision shall

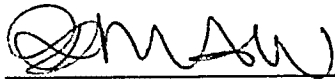
apply only to the specific Article, Section or portion thereof specified in the decision; and, upon issuance of such a decision, the County and the Union may agree to negotiate a substitute for the invalidated Article, Section or portion thereof.

#### **ARTICLE 50 -- DURATION AND REOPENER**

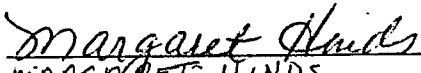
This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2020. This Agreement shall be automatically renewed from year to year after June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019, (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 4 day of September 2018, in Largo, Prince George's County, Maryland.

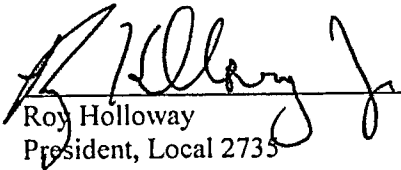
FOR AMERICAN FEDERATION  
OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO



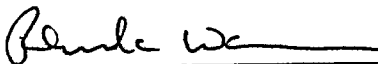
Miriama A. Whalen  
Chief Negotiator, Council 67



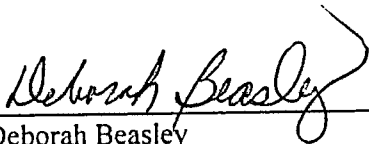
MARGARET HINDS  
President, Local 2462



Roy Holloway  
President, Local 2735

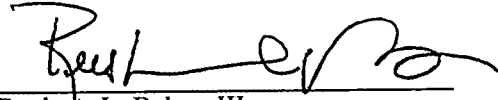


Rhonda Wallace  
President, Local 1170

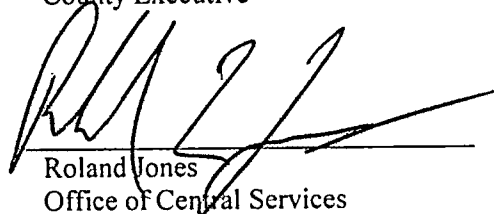


Deborah Beasley  
President, Local 3389

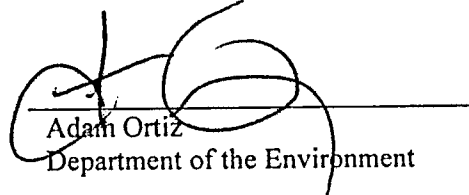
FOR PRINCE GEORGE'S COUNTY,  
MARYLAND:



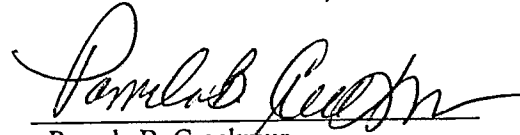
Rushern L. Baker, III  
County Executive



Roland Jones  
Office of Central Services



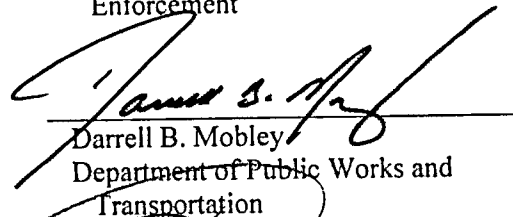
Adam Ortiz  
Department of the Environment



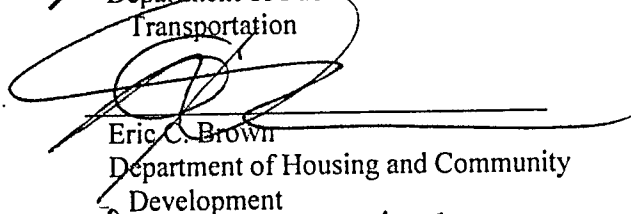
Pamela B. Creekmur  
Health Department



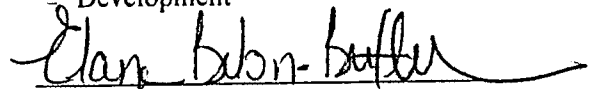
Haitham A. Hijazi  
Department of Permitting, Inspections and  
Enforcement



Darrell B. Mobley  
Department of Public Works and  
Transportation



Eric C. Brown  
Department of Housing and Community  
Development



Elana Belon-Butler  
Department of Family Services

**ATTACHMENT A -- Salary Schedule  
 SCHEDULE OF PAY GRADES (A03 – A27)  
 AFSCME LOCALS 1170, 2462, 2735 and 3389  
 PRINCE GEORGE'S COUNTY, MARYLAND**

**EFFECTIVE JANUARY 6, 2019**

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
A03	HOURLY	12.0989	19.0428
	BIWEEKLY	967.91	1523.42
	ANNUAL	25,166	39,609
A04	HOURLY	12.4015	19.9598
	BIWEEKLY	992.12	1596.78
	ANNUAL	25,795	41,516
A05	HOURLY	12.7115	20.9008
	BIWEEKLY	1016.92	1672.07
	ANNUAL	26,440	43,474
A06	HOURLY	13.0292	21.0700
	BIWEEKLY	1042.33	1685.60
	ANNUAL	27,101	43,826
A07	HOURLY	13.3551	22.0832
	BIWEEKLY	1068.41	1766.66
	ANNUAL	27,779	45,933
A08	HOURLY	13.6889	23.1244
	BIWEEKLY	1095.11	1849.95
	ANNUAL	28,473	48,099
A09	HOURLY	14.0310	24.2556
	BIWEEKLY	1122.48	1940.45
	ANNUAL	29,185	50,452
A10	HOURLY	14.3818	25.4134
	BIWEEKLY	1150.54	2033.07
	ANNUAL	29,914	52,860

GRADE		MINIMUM	MAXIMUM
A11	HOURLY	14.7414	26.6441
	BIWEEKLY	1179.32	2131.53
	ANNUAL	30,662	55,420
A12	HOURLY	15.1237	27.9237
	BIWEEKLY	1209.90	2233.90
	ANNUAL	31,457	58,081
A13	HOURLY	15.8341	29.2746
	BIWEEKLY	1266.73	2341.97
	ANNUAL	32,935	60,891
A14	HOURLY	16.6258	30.6985
	BIWEEKLY	1330.06	2455.88
	ANNUAL	34,582	63,853
A15	HOURLY	17.4568	32.1946
	BIWEEKLY	1396.54	2575.57
	ANNUAL	36,310	66,965
A16	HOURLY	18.3303	33.7389
	BIWEEKLY	1466.43	2699.12
	ANNUAL	38,127	70,177
A17	HOURLY	19.2465	35.3798
	BIWEEKLY	1539.72	2830.39
	ANNUAL	40,033	73,590
A18	HOURLY	20.2088	37.1179
	BIWEEKLY	1616.70	2969.43
	ANNUAL	42,034	77,205
A19	HOURLY	21.2194	38.9276
	BIWEEKLY	1697.55	3114.21
	ANNUAL	44,136	80,969
A20	HOURLY	22.2804	40.8339
	BIWEEKLY	1782.43	3266.71
	ANNUAL	46,343	84,934
A21	HOURLY	23.3943	42.8366
	BIWEEKLY	1871.54	3426.93
	ANNUAL	48,660	89,100

GRADE		MINIMUM	MAXIMUM
A22	HOURLY	24.5640	44.9120
	BIWEEKLY	1965.12	3592.96
	ANNUAL	51,093	93,417
A23	HOURLY	25.7923	47.1326
	BIWEEKLY	2063.39	3770.61
	ANNUAL	53,648	98,036
A24	HOURLY	27.0818	49.4248
	BIWEEKLY	2166.55	3953.99
	ANNUAL	56,330	102,804
A25	HOURLY	28.4360	51.8622
	BIWEEKLY	2274.88	4148.98
	ANNUAL	59,147	107,873
A26	HOURLY	29.8578	54.4201
	BIWEEKLY	2388.63	4353.60
	ANNUAL	62,104	113,194
A27	HOURLY	31.3507	57.1411
	BIWEEKLY	2508.06	4571.29
	ANNUAL	65,209	118,854

The hourly rates are the January 7, 2018 hourly rates multiplied by 1.02%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar

**ATTACHMENT A -- Salary Schedule  
 SCHEDULE OF PAY GRADES (A03 – A27)  
 AFSCME LOCALS 1170, 2462, 2735 and 3389  
 PRINCE GEORGE'S COUNTY, MARYLAND**

**EFFECTIVE JANUARY 5, 2020**

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
A03	HOURLY	12.2804	19.3284
	BIWEEKLY	982.43	1546.27
	ANNUAL	25,543	40,203
A04	HOURLY	12.5875	20.2592
	BIWEEKLY	1007.00	1620.73
	ANNUAL	26,182	42,139
A05	HOURLY	12.9022	21.2143
	BIWEEKLY	1032.18	1697.15
	ANNUAL	26,837	44,126
A06	HOURLY	13.2246	21.3861
	BIWEEKLY	1057.97	1710.89
	ANNUAL	27,507	44,483
A07	HOURLY	13.5554	22.4145
	BIWEEKLY	1084.43	1793.16
	ANNUAL	28,195	46,622
A08	HOURLY	13.8942	23.4713
	BIWEEKLY	1111.54	1877.70
	ANNUAL	28,900	48,820
A09	HOURLY	14.2415	24.6194
	BIWEEKLY	1139.32	1969.55
	ANNUAL	29,622	51,208
A10	HOURLY	14.5975	25.7946
	BIWEEKLY	1167.80	2063.57
	ANNUAL	30,363	53,653

GRADE		MINIMUM	MAXIMUM
A11	HOURLY	14.9626	27.0438
	BIWEEKLY	1197.01	2163.50
	ANNUAL	31,122	56,251
A12	HOURLY	15.3506	28.3426
	BIWEEKLY	1228.05	2267.41
	ANNUAL	31,929	58,953
A13	HOURLY	16.0716	29.7137
	BIWEEKLY	1285.73	2377.10
	ANNUAL	33,429	61,805
A14	HOURLY	16.8752	31.1590
	BIWEEKLY	1350.01	2492.72
	ANNUAL	35,100	64,811
A15	HOURLY	17.7186	32.6775
	BIWEEKLY	1417.49	2614.20
	ANNUAL	36,855	67,969
A16	HOURLY	18.6053	34.2450
	BIWEEKLY	1488.42	2739.60
	ANNUAL	38,699	71,230
A17	HOURLY	19.5352	35.9105
	BIWEEKLY	1562.81	2872.84
	ANNUAL	40,633	74,694
A18	HOURLY	20.5119	37.6747
	BIWEEKLY	1640.95	3013.97
	ANNUAL	42,665	78,363
A19	HOURLY	21.5377	39.5115
	BIWEEKLY	1723.01	3160.92
	ANNUAL	44,798	82,184
A20	HOURLY	22.6146	41.4464
	BIWEEKLY	1809.17	3315.71
	ANNUAL	47,038	86,208
A21	HOURLY	23.7452	43.4792
	BIWEEKLY	1899.62	3478.33
	ANNUAL	49,390	90,437

GRADE		MINIMUM	MAXIMUM
A22	HOURLY	24.9325	45.5857
	BIWEEKLY	1994.60	3646.86
	ANNUAL	51,860	94,818
A23	HOURLY	26.1792	47.8396
	BIWEEKLY	2094.34	3827.16
	ANNUAL	54,453	99,506
A24	HOURLY	27.4880	50.1662
	BIWEEKLY	2199.04	4013.29
	ANNUAL	57,175	104,346
A25	HOURLY	28.8625	52.6401
	BIWEEKLY	2309.00	4211.21
	ANNUAL	60,034	109,491
A26	HOURLY	30.3057	55.2364
	BIWEEKLY	2424.46	4418.91
	ANNUAL	63,036	114,892
A27	HOURLY	31.8210	57.9982
	BIWEEKLY	2545.68	4639.86
	ANNUAL	66,188	120,636

The hourly rates are the January 6, 2019 hourly rates multiplied by 1.015%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SCHEDULE OF PAY GRADES (A03 – A27)  
AFSCME LOCALS 1170, 2462, 2735 and 3389  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JANUARY 7, 2018**

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
A03	HOURLY	11.8617	18.6694
	BIWEEKLY	948.94	1493.55
	ANNUAL	24,672	38,832
A04	HOURLY	12.1583	19.5684
	BIWEEKLY	972.66	1565.47
	ANNUAL	25,289	40,702
A05	HOURLY	12.4623	20.4910
	BIWEEKLY	996.98	1639.28
	ANNUAL	25,922	42,621
A06	HOURLY	12.7737	20.6569
	BIWEEKLY	1021.90	1652.55
	ANNUAL	26,569	42,966
A07	HOURLY	13.0932	21.6502
	BIWEEKLY	1047.46	1732.02
	ANNUAL	27,234	45,032
A08	HOURLY	13.4205	22.6710
	BIWEEKLY	1073.64	1813.68
	ANNUAL	27,915	47,156
A09	HOURLY	13.7559	23.7800
	BIWEEKLY	1100.47	1902.40
	ANNUAL	28,612	49,462
A10	HOURLY	14.0998	24.9151
	BIWEEKLY	1127.98	1993.21
	ANNUAL	29,328	51,823
A11	HOURLY	14.4524	26.1217
	BIWEEKLY	1156.19	2089.74
	ANNUAL	30,061	54,333

GRADE		MINIMUM	MAXIMUM
A12	HOURLY	14.8272	27.3762
	BIWEEKLY	1186.18	2190.10
	ANNUAL	30,841	56,943
A13	HOURLY	15.5236	28.7006
	BIWEEKLY	1241.89	2296.05
	ANNUAL	32,289	59,697
A14	HOURLY	16.2998	30.0966
	BIWEEKLY	1303.99	2407.73
	ANNUAL	33,904	62,601
A15	HOURLY	17.1145	31.5633
	BIWEEKLY	1369.16	2525.07
	ANNUAL	35,598	65,652
A16	HOURLY	17.9709	33.0774
	BIWEEKLY	1437.67	2646.19
	ANNUAL	37,379	68,801
A17	HOURLY	18.8691	34.6861
	BIWEEKLY	1509.53	2774.89
	ANNUAL	39,248	72,147
A18	HOURLY	19.8125	36.3901
	BIWEEKLY	1585.00	2911.21
	ANNUAL	41,210	75,691
A19	HOURLY	20.8033	38.1643
	BIWEEKLY	1664.26	3053.15
	ANNUAL	43,271	79,382
A20	HOURLY	21.8435	40.0332
	BIWEEKLY	1747.48	3202.66
	ANNUAL	45,434	83,269
A21	HOURLY	22.9356	41.9967
	BIWEEKLY	1834.85	3359.74
	ANNUAL	47,706	87,353

GRADE		MINIMUM	MAXIMUM
A22	HOURLY	24.0824	44.0314
	BIWEEKLY	1926.59	3522.51
	ANNUAL	50,091	91,585
A23	HOURLY	25.2866	46.2084
	BIWEEKLY	2022.93	3696.67
	ANNUAL	52,596	96,113
A24	HOURLY	26.5508	48.4557
	BIWEEKLY	2124.07	3876.46
	ANNUAL	55,226	100,788
A25	HOURLY	27.8784	50.8453
	BIWEEKLY	2230.27	4067.62
	ANNUAL	57,987	105,758
A26	HOURLY	29.2724	53.3530
	BIWEEKLY	2341.79	4268.24
	ANNUAL	60,887	110,974
A27	HOURLY	30.7360	56.0207
	BIWEEKLY	2458.88	4481.65
	ANNUAL	63,931	116,523

JANUARY 7, 2018 RATES – The hourly rates are the January 8, 2017 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**ATTACHMENT B**  
**MEMORANDUM OF UNDERSTANDING**

BETWEEN PRINCE GEORGE'S COUNTY, MARYLAND &

THE AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME) COUNCIL 67 AND ITS AFFILIATED LOCALS AND  
1170 AND 3389

This Memorandum of Understanding is entered into by and between the Prince George's County, Maryland (the "County"), and the American Federation of State County and Municipal Employees ("AFSCME") Council 67 and its affiliated Locals 3389 and 1170.

WHEREAS, the United States Secretary of Health and Human Services pursuant to Subsection 224(p) of the Public Health Service Act as amended by Subsection 304(c) of the Homeland Security Act, has issued a Declaration;

WHEREAS, the aforementioned Declaration concludes, that a potential public health emergency makes advisable the administration of a covered countermeasure against smallpox including but not limited to the vaccinia vaccine (the smallpox vaccine) or other substance used to prevent or treat smallpox or control or treat the adverse effects of vaccinia to a specified category of individuals, prior to the occurrence of a bio-terrorist event or outbreak of smallpox;

WHEREAS, the specified category of individual that is recommended to take the vaccine are those persons who would be called on to serve on response teams which would be responsible for investigating, treating and containing the first incidents of smallpox, as well as assisting in the inoculation of County public safety personnel and the general population;

WHEREAS, the Prince George's County Health Department (Health Department) is a local health care entity that shall assist in the administration of the smallpox vaccine in the event of a smallpox outbreak;

WHEREAS, the individuals recommended for inoculation at this time include any person who is an official, agent or employee of a health care entity under whose auspices such countermeasures are administered and qualified persons who administer the countermeasures;

WHEREAS, pursuant to the Secretary's Declaration, the Homeland Security Act and the State's Smallpox vaccination plan the Health Department has requested that its employees volunteer to take the smallpox vaccine and serve on the smallpox response team;

NOW THEREFORE, the Parties agree as follows:

1. The County shall educate all Health Department employees about the smallpox virus, the health risks associated with the vaccine and proper infection control protocols. The County agrees to educate all Health Department employees concerning smallpox, the vaccination process, and infection control measures in the workplace. The Health Department shall add Smallpox Training to its current "Infection Control Training"

2. The County agrees that it will not pressure its employees to volunteer to take the Smallpox vaccine and that there shall be no discrimination or reprisals against employees who decline to be vaccinated or experience an adverse reaction to the vaccine.
3. All persons who volunteer to take the vaccine shall receive free and confidential medical screening for contraindications for the vaccine, prior to being administered the vaccine. This screening shall be provided by the Regional Vaccination Center. Those employees who volunteer to take the vaccine, shall receive appropriate medical protocols for receiving the vaccine and monitoring the inoculation site until the site is completely healed.
4. The County shall cover any lost time associated with employees taking the vaccine. The County shall also ensure that its health insurance plans provide coverage for costs associated with receiving treatment for side effects suffered as a result of taking the vaccine. The coverages specified in this paragraph shall be provided so long as the employee has followed the proper protocol for caring for the inoculation site, if applicable, and has filed the appropriate paperwork within the specific timeframe identified in County procedures. Employees who suffer an adverse reaction and are eligible for Disability Leave, in accordance with Personnel Law Section 16-224, will be granted such leave up to one hundred and eighty (180) days. Employees who suffer an adverse reaction and are forced to utilize their accrued leave to take time off of work, shall have their leave restored upon approval of the worker's compensation claim.
5. The County shall provide employees with a triage phone number which they can call twenty-four (24) hours a day, seven (7) days a week to report any adverse reaction. Employees who suffer an adverse reaction will be instructed to submit the first report of injury within the required twenty four (24) hour time frame and to submit all other paperwork required for a Worker's Compensation claim to be filed, according to current guidelines.
6. In order to ensure the employees are able to make a fully informed decision respective to whether or not to take the vaccine, employees shall be fully informed of the job responsibilities they will be expected to carry out if in the event of a smallpox outbreak.

**ATTACHMENT C -- JOB CLASSIFICATIONS****Job Classifications in Bargaining Units Represented by Local 1170**

PERB CASE NUMBER - 21 390 00018 99  
 PERB CASE NUMBER – R-01-05

DATE - SEPTEMBER 30, 1999  
 DATE – APRIL 11, 2006

Accountant IV	A-27
Administrative Assistant III (DFS)	A-24
Administrative Assistant IV	A-27
Budget/Management Analyst IV	A-27
Building Supervisor	A-20
Community Health Nurse III	A-24
Community Health Nurse IV	A-27
Community Developer III	A-24
Community Developer IV	A-27
Counselor III	A-24
Counselor IV	A-27
Disease Control Specialist IV	A-27
Environmental Health Specialist IV	A-27*
Psychologist I	A-24
Psychologist II	A-27
Supply Manager I	A-18
Supply Manager II	A-21
Supervisory Clerk	A-14

\* Class Title & Grade changed by CB-52-2015 signed 11/6/2015

**Job Classifications in Bargaining Units Represented by Local 2462**  
**Employees in Department of Public Works and Transportation and**  
**Department of the Environment**

Account Clerk I	A-9	Investigator I	A-18
Account Clerk II	A-11	Investigator II	A-21
Account Clerk III	A-13	Investigator III	A-24
Account Clerk IV	A-15	Laborer I	A-06
Administrative Aide I	A-13	Laborer II	A-08
Administrative Aide II	A-15	Masonry Mechanic I	A-11
Administrative Aide III	A-17	Masonry Mechanic II	A-12
Administrative Aide IV	A-19	Masonry Mech. III	A-15
Administrative Assistant I	A-18	Master Equipment Mechanic	A-19
Administrative Asst. II	A-21	Master Equipment Operator	A-15
Administrative Asst. III	A-24	Parts Specialist I	A-12
Animal Control Officer I	A-11	Parts Specialist II	A-14
Animal Control Officer II	A-13	Permits Specialist I	A-12
Animal Control Officer III	A-16	Permits Specialist II	A-13
Architect I	A-19	Permits Specialist III	A-16
Architect II	A-21	Permits Supervisor	A-22
Architect III	A-24	Planner I	A-18
Auditor I	A-18	Planner II	A-21
Auditor II	A-21	Planner III	A-24
Auditor III	A-24	Plans Examiner I	A-17
Asst. Garage- Supervisor	A-21	Plans Examiner II	A-19
Budget Aide I	A-13	Plans Examiner III	A-22
Budget Aide II	A-15	Plans Examiner IV	A-24
Budget Aide III	A-17	Public Service Aide I	A-02
Budget Mgmt Analyst I	A-18	Public Service Aide II	A-04
Budget Mgmt Analyst II	A-21	Property Attendant	A-04
Budget Mgmt. Analyst III	A-24	Property Standards Insp I	A-15*
Clerk Typist I	A-08	Property Standards Insp II	A-17*
Clerk Typist II	A-10	Property Standards Insp III	A-19*
Crew Supervisor I	A-12	Property Standards Insp IV	A-25*
Crew Supervisor II	A-15	Radio Dispatcher	A-10
Crew Supervisor III	A-17	Refuse Collection Inspector I	A-10
Community Developer I	A-18	Refuse Collection Inspector II	A-12
Community Developer II	A-21	Refuse Collection Inspector III	A-20

Contract Project Coord I	A-18	Sign Fabricator I	A-10
Contract Project Coord II	A-21	Sign Fabricator II Sign	A-13
Contract Project Coord III	A-24	Fabricator III	A-15
Construction Standards Insp I	A-14	Supply/Property Clerk I	A-09
Construction Standards Insp II	A-16	Supply/Property Clerk II	A-10
Construction Standards Insp III	A-18	Supply/Property Clerk III	A-12
Engineering Tech I	A-16	Supply/Property Clerk IV	A-14
Engineering Tech II	A-18	Supply Tech.	A-16
Engineering Tech III	A-20	Trades Helper I	A-08
Engineering Tech IV	A-28	Trades Helper II	A-09
Equipment Mechanic I	A-15	Traffic Service Worker I	A-08
Equipment Mechanic II	A-16	Traffic Service Worker II	A-10
Equipment Mechanic III	A-17	Traffic Service Worker III	A-13
Equipment Operator I	A-09	Traffic Service Worker IV	A-15
Equipment Operator II	A-11	Transit Service Coordinator	A-17
Equipment Operator III	A-13	Weighmaster I	A-12
Equip. Service Worker I	A-09	Weighmaster II	A-14
Equip. Service Worker II	A-12		
Equip. Service Worker III	A-14		
General Clerk I	A-06		
General Clerk II	A-08		
General Clerk III	A-10		
General Clerk IV	A-12		
Graphic Artist I	A-18		
Graphic Artist II	A-21		
Heavy Equipment Mechanic I	A-15		
Heavy Equipment Mechanic II	A-16		
Heavy Equip. Mechanic III	A-17		

\*Class title and Grade changed by CB-52-2015 11/16/2015

**Job Classifications in Bargaining Units Represented by Local 2735**  
**Employees in Department of Housing & Community Development**  
**and Office of Central Services**

Administrative Aide I (DHCD)	A-13	Heating, Ventilating, And Air	A-12
Administrative Aide II (DHCD)	A-15	Conditioning Mechanic I	
Administrative Aide III (DHCD)	A-24	Heating, Ventilating, And Air	A-13
Assistant Garage Supervisor	A-21	Conditioning Mechanic II	
Building Engineer I	A-14	Heating, Ventilating, And Air	A-14
Building Engineer II	A-15	Conditioning Mechanic III	
Building Engineer III	A-16	Heating, Ventilating, And Air	A-16
Building Maintenance Attendant I	A-05	Conditioning Mechanic IV	
Building Maintenance Attendant II	A-07	Heavy Equipment Mechanic I	A-15
Cabinetmaker I	A-11	Heavy Equipment Mechanic II	A-16
Cabinetmaker II	A-13	Heavy Equipment Mechanic III	A-17
Cabinetmaker III	A-15	Locksmith I	A-11
Carpenter I	A-11	Locksmith II	A-13
Carpenter II	A-13	Locksmith III	A-15
Carpenter III	A-15	Machinist I	A-15
Clerk Typist I	A-08	Machinist II	A-16
Clerk Typist II	A-10	Machinist III	A-17
Community Developer I	A-18	Maintenance Services Attendant I	A-10
Community Developer II	A-21	Maintenance Services Attendant II	A-11
Community Developer III	A-24	Maintenance Services Attendant III	A-13
Community Development Aide I	A-05	Master Equipment Mechanic	A-19
Community Development Aide II	A-07	Master Trades Mechanic I	A-14
Community Development Aide III	A-09	Master Trades Mechanic II	A-16
Community Development Assistant I	A-12	Overhead Door Mechanic I	A-11
Community Development Assistant II	A-14	Overhead Door Mechanic II	A-13
Community Development Assistant III	A-17	Overhead Door Mechanic III	A-15
Custodian I	A-05	Painter I	A-10
Custodian II	A-07	Painter II	A-12
Custodian Supervisor	A-10	Painter III	A-15
Drywall Mechanic I	A-11	Parts Specialist I	A-10
Drywall Mechanic II	A-13	Parts Specialist II	A-12
Drywall Mechanic III	A-15	Plumber I	A-12
Electrician I	A-12	Plumber II	A-13
Electrician II	A-13	Plumber III	A-14

Electrician III	A-14	Plumber IV	A-16
Electrician IV Equipment	A-16	Reproduction Assistant I	A-09
Mechanic I Equipment	A-15	Reproduction Assistant II	A-11
Mechanic II Equipment	A-16	Trades Helper I	A-08
Mechanic III Equipment	A-17	Trades Helper II	A-09
Service Worker I Equipment	A-09	Welder I	A-11
Service Worker II Equipment	A-12	Welder II	A-13
Service Worker III	A-14	Welder III	A-15
Facilities Maintenance Supervisor	A-21		
General Clerk I (DHCD & FLEET)	A-06		
General Clerk II (DHCD & FLEET)	A-08		
General Clerk III (DHCD & FLEET)	A-10		
General Clerk IV (DHCD & FLEET)	A-12		

**Job Classifications in Bargaining Units Represented by Local 3389**  
**Employees in the Health Department and Department of Family Services**

PERB CASE NUMBER - 16 390 00158 98  
 PERB CASE NUMBER R-01-05

DATE - October 24, 1998  
 DATE – April 11, 2006

Account Clerk I	A-09	*Environmental Health Specialist I	A-18
Account Clerk II	A-11	*Environmental Health Specialist II	A-21
Account Clerk III	A-13	*Environmental Health Specialist III	A-24
Account Clerk IV	A-15	Equipment Operator I	A-09
Accountant I	A-18	Equipment Operator II	A-11
Accountant II	A-21	Equipment Operator III	A-13
Accountant III	A-24	General Clerk I	A-06
Administrative Aide I	A-13	General Clerk II	A-08
Administrative Aide II	A-15	General Clerk III	A-10
Administrative Aide III	A-17	General Clerk IV	A-12
Administrative Aide IV	A-19	Health Aide I	A-08
Administrative Assistant I	A-18	Health Aide II	A-10
Administrative Assistant II	A-21	Laboratory Assistant I	A-12
Administrative Assistant III	A-24	Laboratory Assistant II	A-14
Auditor I	A-18	Licensed Practical Nurse I	A-12
Auditor II	A-21	Licensed Practical Nurse II	A-14
Auditor III	A-24	Licensed Practical Nurse III	A-16
Budget Aide I	A-13	Mail Services Operator I	A-10
Budget Aide II	A-15	Mail Services Operator II	A-12
Budget Management Analyst I	A-18	Maintenance Services Attendant I	A-10
Budget Management Analyst II	A-21	Maintenance Services Attendant II	A-11
Budget Management Analyst III	A-24	Nurse Practitioner I	A-23
Building Engineer I	A-14	Nurse Practitioner II	A-25
Building Engineer II	A-15	Nutritionist I	A-18
Citizens Services Specialist I	A-16	Nutritionist II	A-21
Citizens Services Specialist II	A-18	Nutritionist III	A-24
Citizens Services Specialist III	A-21	Permits Specialist I	A-12
Clerk Typist I	A-08	Permits Specialist II	A-13
Clerk Typist II	A-10	Permits Specialist III	A-16
Community Developer I	A-18	Physicians Assistant I	A-23
Community Developer II	A-21	Physicians Assistant II	A-25
Community Developer III	A-24	Printing & Reproductions Supervisor	A-19

\* Class Title & Grade changed by CB52-2015 signed 11/6/2015

Community Development Aide I	A-05	*Procurement Assistant I	A-15
Community Development Aide II	A-07	*Procurement Assistant II	A-17
Community Development Aide III	A-09	*Procurement Assistant III	A-21
Community Development Assistant I	A-12	Programmer Systems Analyst I	A-18
Community Development Assistant II	A-14	Programmer Systems Analyst II	A-21
Community Development Assistant III	A-17	Programmer Systems Analyst III	A-24
Community Health Nurse I	A-18	Psychiatric Nurse I	A-23
Community Health Nurse II	A-21	Psychiatric Nurse II	A-25
Counselor I	A-18	Public Health Aide I	A-12
Counselor II	A-21	Public Health Aide II	A-14
Data Entry Operator I	A-09	Public Safety Aide I	A-06
Data Entry Operator II	A-11	Public Safety Aide II	A-08
Dental Hygienist I	A-15	Public Safety Aide III	A-10
Dental Hygienist II	A-17	Radiology Technician I	A-15
Disease Control Specialist I	A-18	Radiology Technician II	A-17
Disease Control Specialist II	A-21	Social Worker I	A-18
Disease Control Specialist III	A-24	Social Worker II	A-21
		Social Worker III	A-24
		Supply Technician	A-16
		Supply/Property Clerk I	A-09
		Supply/Property Clerk II	A-10
		Supply/Property Clerk III	A-12
		Supply/Property Clerk IV	A-14
		Systems Analyst I	A-15
		Systems Analyst II	A-17

\* Class Title & Grade changed by CB-52-2015 signed 11/6/2015

**\*\*ATTACHMENT D -- PERB HISTORY**  
**Local 3279 Merged into Local 2462**

Case Number <i>DATE OF CERTIFICATION</i>
16 39 00251 88S May 4, 1989 DER-Animal Shelter
16 39 00260 89W August 25, 1990 DER-Animal Control
16 39 00111 91DS June 18, 1991
16 L 390 00307 94 June 21, 1995
16 390 00238 94 August 16, 1996
16 390 00119 95
16 390 00180 95
16 390 00188 96

**\*\*Locals 2462 & 2735**

Case Number				
Date of Certification				
73-PG-R-1 Local 2462 September 6, 1973	76-PG-R-24 August 2, 1976	16 39 0098 75 Local 2462	16 39 0252 85S September 26, 1985	16 390 00180 95
73-PG-R-10 April 9, 1974 Dept of Licenses and Permits	76-PG-ULP-5	16 39 0106 75 AFSCME 2735	16 39 00181 88S October 31, 1988 Housing and Community Development Decision Re Petition for Clarification of Unit – November 21, 1989	CAL95-12332
73-PG-R-13 74-PG-R-15 Dept Licenses and Permits April 9, 1974	78K20493 AFSCME 2735 January 26, 1979	16 39 0166 75 AFSCME 2462	16 39 00182 88S November 22, 1988	16 390 00242 02
73-PG-R-14 DPW April 8, 1974	78-PG-R-32 DPW September 8, 1978	16 39 0085 76 AFSCME 2735	16 39 00251 88S May 4, 1989 DER-Animal Shelter	R-01-05 April 11, 2006 Reorganization Notice of Petition
74-PG-R-17 June 20, 1975 Dept of Human Resources and Community Development	79-PG-IM-14 Local 2462/2735	16 39 0097 76 AFSCME 2735 Dept of Licenses and Permits	16 39 00260 89W August 25, 1990 DER-Animal Control	
74-PG-ULP-1 Local 2735	79-PG-R-36	16 39 0127 76 AFSCME 2735 Dept of Licenses and Permits	16 39 00147 93DS November 23, 1993 DPW&T	
75-PG-R-22 DPW November 19, 1975	79-PG-R-38 Fleet Management	16 39 0153 76	16 39 00148 93DS April 15, 1994 AFSCME Council 67	
75-PG-R-1 August 12, 1985	80-PG-ULP-14A	16 39 0251 81 May 21, 1982 Local 2079	16 390 00328 94	
75-PG-R-24 Decision and Direction of Election February 25, 1976 Department of Licenses and Permits April 20, 1976	16 39 0097 75 AFSCME 2735 Dept of Licenses and Permits	16 39 0132 82 October 18, 1982	16 390 00142 94DS May 9, 1995	



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-077-2018 **Chapter Number:** 76  
**Draft No.:** 1 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.

**Proposer(s):** County Executive  
**Sponsor(s):** Glaros, Toles, Harrison, Lehman, Davis, Turner, Taveras, Franklin and Patterson  
**Item Title:** AN ACT CONCERNING COLLECTIVE BARGAINING AGREEMENT - COUNCIL 67, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, AND ITS AFFILIATED LOCALS 2462, 2735, 3389 AND 1170 for the purpose of approving the labor agreement by and between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliated Locals 2462, 2735, 3389 and 1170 to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

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**Drafter:** Joseph Adler, PH.D., Office of Human Resources Management  
**Resource Personnel:** Stephanye R. Maxwell, Esq., CPM, Office of Human Resources Management

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
09/11/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
09/20/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Turner, seconded by Council Member Lehman, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 4 Davis, Turner, Lehman and Patterson Absent: 1 Taveras		
09/25/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Davis, Glaros, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		

10/23/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Toles, seconded by Council Member Harrison, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

16-233

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliated Locals 2462, 2735, 3389 and 1170, have completed labor negotiations on a two-year labor agreement covering Fiscal Years 2019 and 2020. This bill is to adopt and approve the referenced collective bargaining agreement in accordance with Section 16-233(f) of the Prince George's County Code.

A fiscal impact statement will be provided by the Office of Management and Budget.

**NOTE: Retroactively effective to July 1, 2018.**

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**Document(s):** B2018077, CB-77-2018 AIS, CB-77-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-77-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY and FISCAL MANAGEMENT

**Date** 9/20/18

**Action:** FAV

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**REPORT:** Favorable, 4-0 In Favor: Council Members Davis, Lehman, Patterson, and Turner.  
Absent: Taveras.

CB-77-2018 will approve the Collective Bargaining Agreement by and between Prince George's County and the American, Federal, State, County and Municipal Employees (AFSCME), AFL-CIO and its affiliated Locals 2462, 2735, 3389 and 1170. As proposed the bill sets forth the terms, wages and condition of employment. While many of the conditions have been carried over from the last contract major modifications include the following:

- 2% COLA for FY19, effective the first full pay period in January 2019
- 1.5% COLA for FY20, effective the first full pay period in January 2020
- 3.5% Merit increase for those eligible to receive it on their anniversary dates in FY19 & FY20
- Increase in Tool Allowance
- Increase in Clothing Allowance
- Automatic enrollment in AFSCME Supplementary Pension Plan for most members
- County and Union to jointly review raingear provided to some bargaining unit members

Joe Adler, Labor Negotiator, Office of Human Resources Management, provided an overview of CB-77-2018.

Anthony Smith, AFSME, expressed his support for the agreement.

The Office of Law reports CB-77-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports that CB-77-2018 will have a negative impact on the County of \$4.0 million for FY19 and FY20.

After discussion, the Public Safety and Fiscal Management Committee voted CB-77-2018 out favorably, 4-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-78-2018  
 Chapter No. 77  
 Proposed and Presented by The Chair (by request – County Executive)  
 Introduced by Council Members Toles, Harrison, Lehman, Davis. Turner,  
Taveras, Franklin and Patterson  
 Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement - Prince George's County

3 Police Civilian Employees Association

4 For the purpose of approving the labor agreement by and between Prince George's County,  
 5 Maryland and the Prince George's County Police Civilian Employees Association to provide for  
 6 wages and certain other terms and conditions of employment for personnel classifications  
 7 initially certified by the Prince George's County Public Employee Relations Board.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 16. PERSONNEL.

10 Section 16-233(f)(8),

11 The Prince George's County Code

12 (2015 Edition; 2017 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 14 Maryland, that Section 16-233(f)(8) of the Prince George's County Code be and the same is  
 15 hereby repealed and reenacted with the following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 19. COLLECTIVE BARGAINING.

18 Sec. 16-233. General.

19 \* \* \* \* \*

20 (f) The following collective bargaining agreements are hereby adopted and approved:

21 (8) Declaration of Approval - Prince George's County Police Civilian Employees

1     **Association.**

2             The County Council of Prince George's County, Maryland, having fully considered the  
3     labor agreement concluded between Prince George's County, Maryland and the Prince George's  
4     County Police Civilian Employees Association on September 4, 2018, hereby approves said  
5     agreement in accordance with the provisions of Section 13A-109 of the Prince George's County  
6     Code.

7             \*           \*           \*           \*           \*           \*           \*           \*

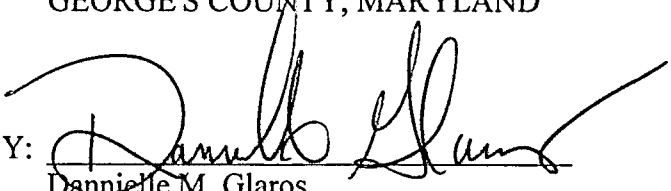
8             SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
9     declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
10    sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
11    competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
12    words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
13    Act, since the same would have been enacted without the incorporation in this Act of any such  
14    invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
15    or section.

16            SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
17    calendar days after it becomes law and that the Agreement, unless specifically stated otherwise  
18    in a specific provision, shall be retroactively effective to July 1, 2018.

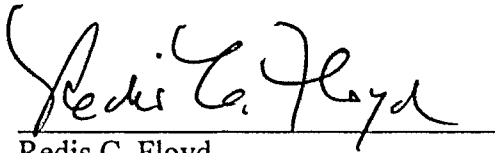
Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

ATTEST:



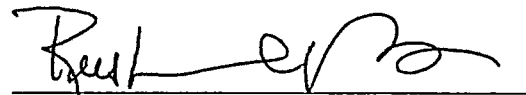
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE:

11/14/2018

BY:

  
Rushern L. Baker, III  
County Executive



**AGREEMENT**

**MADE BY AND BETWEEN**

**PRINCE GEORGE'S COUNTY, MARYLAND**

**AND**

**THE PRINCE GEORGE'S COUNTY**

**POLICE CIVILIAN EMPLOYEES ASSOCIATION**

**JULY 1, 2018 THROUGH JUNE 30, 2020**

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 -- RECOGNITION .....	1
ARTICLE 2 -- ORGANIZATIONAL SECURITY .....	1
Section 2.1 Membership .....	1
Section 2.2 Dues .....	1
Section 2.3 PCEA President, PCEA Board of Directors Leave, PCEA Officers/Members Leave and Leave for Negotiations .....	2
Section 2.4 PCEA Communications .....	3
Section 2.5 PCEA Information Dispersal.....	3
Section 2.6 Consultation .....	3
Section 2.7 New Employee Orientation.....	4
ARTICLE 3 -- COMPLIANCE .....	4
ARTICLE 4 -- CAREER ADVANCEMENT .....	4
Section 4.1 Filling Vacancies .....	4
Section 4.2 Layoffs and Recall .....	4
Section 4.3 Vacancy Elimination .....	5
Section 4.4 Emergency Dispatcher III (ED III), Emergency Call Taker III (ECT III), and Public Safety Emergency Shift Supervisor (Shift Supervisor) vacancies in Public Safety Communications (PSC) .....	5
ARTICLE 5 -- PERSONNEL LAW.....	5
ARTICLE 6 -- PERSONNEL FILES AND PERSONAL INFORMATION DOCUMENT ..	6
Section 6.1 Personnel Files .....	6
Section 6.2 Copies of Personal Information Document .....	6
ARTICLE 7 -- ROSTER .....	6
Section 7.1 Personnel Roster .....	6
Section 7.2 PCEA Officers and Delegates .....	7
ARTICLE 8 -- DISCIPLINE .....	7
ARTICLE 9 -- GRIEVANCE AND ARBITRATION PROCEDURE.....	8
Section 9.1 Definition .....	8
Section 9.2 Exclusive Procedure .....	9
Section 9.3 Grievance Procedure.....	9
Section 9.4 General Provisions.....	10
Section 9.5 Processing Time Limits .....	11
Section 9.6 Days Defined .....	11
Section 9.7 Processing Grievances During Working Hours.....	11
ARTICLE 10 -- WAGES AND BENEFITS .....	11
Section 10.1 Wages .....	11
Section 10.2 Shift Differentials.....	14
Section 10.3 Holiday Pay .....	15
Section 10.4 Overtime Pay.....	16

Section 10.5 Call Back Pay .....	16
Section 10.6 Acting Pay .....	16
Section 10.7 Standby Compensation .....	17
Section 10.8 Court Time Compensation.....	17
Section 10.9 TEC Pay.....	18
Section 10.10 Workhours.....	19
Section 10.11 Work Schedule.....	19
Section 10.12 Emergency Closings .....	20
Section 10.13 Rest Period .....	21
Section 10.14 Meal Period .....	21
Section 10.15 Group Health Insurance Under the Beneflex Program .....	21
Section 10.16 Group Life Insurance Under the Beneflex Program.....	22
Section 10.17 Leave of Absence Benefits.....	22
Section 10.18 Driver Training.....	23
Section 10.19 Medical Advisory Board .....	23
Section 10.20 Disability Status Review by the Medical Advisory Board .....	23
Section 10.21 Retention Incentive Bonus - <u>Joint Study Committee</u> .....	23
Section 10.22 Pyramiding .....	23
Section 10.23 Joint Study Committees .....	23
Section 10.24 Police Civilian Supervisor Training.....	24
ARTICLE 11 -- SUPPLEMENTAL RETIREMENT BENEFIT .....	24
ARTICLE 12 -- LEAVE .....	28
Section 12.1 Sick Leave Policies.....	28
Section 12.2 Annual Leave Policy .....	29
Section 12.3 Sick and Annual Leave Disposition Upon Separation .....	29
Section 12.4 Leave of Absence.....	30
Section 12.5 Discretionary Leave.....	30
Section 12.6 Personal Leave .....	31
Section 12.7 Leave Reporting for Employees .....	31
Section 12.8 Family and Medical Leave.....	31
Section 12.9 Bereavement Leave.....	31
Section 12.10 Disability Leave.....	31
ARTICLE 13 -- CLOTHING AND MAINTENANCE ALLOWANCE.....	32
Section 13.1 Police Evidence Technicians/Crime Scene Investigators/Police Evidence Technician Supervisors (Administrative Assistants) /Property Clerks/Television Studio Personnel (Audio Visual Specialists)/Supply Technicians/Firearms Instructors .....	32
Section 13.2 Security Officers .....	33
Section 13.3 Clothing Allowance Disbursement.....	33
Section 13.4 Headsets.....	33
Section 13.5 Map Books.....	33
Section 13.6 County Documents .....	34
ARTICLE 14 -- JOB DESCRIPTION .....	34
ARTICLE 15 -- SAFETY AND HEALTH .....	34
ARTICLE 16 -- NO STRIKE OR LOCKOUT .....	35

ARTICLE 17 -- SAVINGS CLAUSE.....	36
ARTICLE 18 -- NONDISCRIMINATION.....	36
ARTICLE 19 -- PUBLICATION OF AGREEMENT.....	36
ARTICLE 20 -- DURATION .....	36
ATTACHMENT A.....	38
ATTACHMENT B.....	43
ATTACHMENT C – PUBLIC EMPLOYEE RELATIONS BOARD (PERB) CERTIFICATION LIST .....	45
ATTACHMENT D - CLASSES OF WORK* .....	47
SCHEDULE OF PAY GRADES .....	48

## **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 the Environment ("DoE"), and of Dispatch Aides and Emergency Dispatchers in the Office of Homeland Security ("OHS") in the Unit for which it was initially 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, DoE, OHS (OHS PCEA members were 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 DoE 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**

A. Dues. PCEA, upon the presentation of dues deduction authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees'

membership dues 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, unless otherwise agreed to by the appointing authority of the applicable agency, 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. The appointing authority has full discretion whether to allow more than one employee of their respective agency to be granted full-time leave under this section and the decision of the appointing authority is not subject to grievance or appeal.

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 and the designated full-time PCEA Board Member 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 and designated Board Member of the PCEA. In no event will the Department assign the immediate past President and designated Board Member 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 union business leave to attend Board meetings, provided that prior approval from the Chief of Police, the Director of DoE, 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 union business 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 DoE, 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 union business leave to prepare for negotiations, provided that prior approval from the Chief of Police, the Director of DoE, 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 union business leave for the shift he/she is scheduled to work either immediately before or immediately following the negotiation meeting.

G. The County will provide a union business 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. Except as defined in Section 4.4, 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. Except as defined in Section 4.4, 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, Department of Environmental Resources, or Office of Homeland Security, as the case may be, for its consideration. The appropriate 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 more immediate action, notify PCEA at least sixty (60) days prior to making the reduction-in-force. However, where circumstances requiring more immediate action exist and less than sixty (60) days' notice is given, the County will give PCEA reasonable notice under the circumstances.

### **Section 4.3 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.

### **Section 4.4 Emergency Dispatcher III (ED III), Emergency Call Taker III (ECT III), and Public Safety Emergency Shift Supervisor (Shift Supervisor) vacancies in Public Safety Communications (PSC)**

- A. A promotional process for Emergency Dispatcher III and Emergency Call Taker III will be held in the spring of each even numbered year. A promotional process for Public Safety Emergency Shift Supervisor will be held in the spring of each odd numbered year. Following the completion of the promotional process, the County shall establish an eligibility register for promotion to Emergency Dispatcher III, Emergency Call Taker III and Public Safety Emergency Shift Supervisor, which will become effective no later than July 1<sup>st</sup> of that year and shall be in effect for a two-year period.
- B. A promotional announcement will be electronically mailed to all PSC personnel and to the PCEA President at least thirty (30) days in advance of the spring promotional process closing date.
- C. Applications to participate in the promotional processes shall be filed electronically with the Office of Human Resources Management.
- D. Applicants deemed eligible by the Office of Human Resources Management will be provided with the list of promotional study material at least thirty (30) days in advance of the promotional process date.
- E. Upon completion of the testing process, applicants shall be provided with their numerical score and rank as compared to other applicants who completed the testing process. A confidential list of the applicants who completed the testing process, along with their scores, shall be provided to the PCEA President. The PCEA President is prohibited from disclosing this list to union members or employees.
- F. Only PSC personnel who are on the ED III, ECT III and Shift Supervisor eligibility register shall be eligible and considered for promotion to fill those permanent vacancies and to fill in as needed in an acting capacity during temporary absences.

## **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, DoE 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 to 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 printed list will be furnished every three (3) months to PCEA.

## **Section 7.2 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 both 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. The Employer shall also provide the PCEA President a copy of any Final Notice of Disciplinary Action at the time it is issued to an employee. The copy to the PCEA President may be delivered via electronic mail.

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. The scheduled interview date may be extended by mutual consent of the Employer and employee/PCEA representative. Any agreements to extend the scheduled interview shall automatically extend the ninety (90) day time period set forth in Section I of this Article by the same number of days the interview was extended beyond the initial date. 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. Employees shall be provided copies of all documents signed by the employee within twenty-four (24) hours of signing.

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.

J. Within five (5) days of receiving a copy of the Notice of Intent Proposed Disciplinary Action, the PCEA President and/or Grievance Chair shall have the right to inspect the investigatory file(s) underlying the Proposed Disciplinary Action, subject to the written approval of the affected employee or employees.

## **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 4 Arbitration, the employee shall have the right to file a timely appeal within ten (10) days following the denial of the grievance at Step 2 or Step 3 as applicable, 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 and within ten (10) days of the oral response being issued to 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 DoE or the Director of Homeland Security, as appropriate. Upon receipt of a written grievance, a meeting will be held within ten (10) days. The Chief of Police, the Director of DoE 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 DoE or the Director of Homeland Security may designate a Deputy Director to carry out the foregoing functions. In addition to the Chief, Director or their designee, the applicable Department may have a representative present at the meeting to present the Department's position. The ten (10) day period will be extended by up to ten (10) more days if further investigation is required. The Union will be notified if such an extension is required.

3. Step 3. If the grievance has not been settled at Step 2 and within ten (10) days of the issuance of the Step 2 decision, the grievance may be moved to Step 4, or a written appeal, signed by the aggrieved employee and the PCEA President, or employee's PCEA delegate or a member of the PCEA Grievance Committee designated by the President of PCEA, may be filed with the Chief Labor Negotiator (or designee). Upon receipt of the appeal, a meeting will be held within fifteen (15) days. The Chief Labor Negotiator (or designee) 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, Director of DoE or the Director of Homeland Security shall designate a representative to present the Department's position. The ten (10) day period will be extended by up to ten (10) more days if further investigation is required. The Union will be notified if such an extension is required.

4. Step 4. If the grievance shall have been submitted but not adjusted under Step 2 or 3, the PCEA President may request in writing, within ten (10) days after the grievance has been denied at Step 2 or 3, 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 of receipt of the list of arbitrators. 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. Notwithstanding the above, in the case of disciplinary actions greater than a written reprimand, the grievance may be initiated at Step 2.

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, DoE 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 4, 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 4 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 written agreement (includes e-mails), 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 (identified in accordance with Section 7.2 PCEA Officers and Delegates) shall be granted reasonable union leave to process grievances pursuant to this Article during working hours.

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

### **Section 10.1 Wages**

#### **A. Cost of Living Increases**

FY 2019 -- Employees covered by this agreement will receive a 1.75% increase to their hourly rate of pay effective the first full pay period in January 2019.

FY 2020 -- Employees covered by this agreement will receive a 1.50% increase to their hourly rate of pay effective the first full pay period in January 2020.

B. Anniversary Increases

Employees covered by this agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2019 shall receive that merit step on their anniversary date during FY 2019 (July 1, 2018-June 30, 2019).

Employees covered by this agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2020 shall receive that merit step on their anniversary date during FY 2020 (July 1, 2019-June 30, 2020).

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%).

Fiscal Year 2009:

Effective July 1, 2008, the Max pay rate will be increased by three and one-half percent (3.5%).

Fiscal Year 2014:

Effective October 20, 2013, the minimum and maximum pay rates will be increased by two percent (2%).

Fiscal Year 2015:

Effective July 12, 2014, the maximum pay rates will be increased by three and one-half percent (3.5%).

Fiscal Year 2018:

Effective July 1, 2017, the maximum pay rates will be increased by three and one-half percent (3.5%).

Fiscal Year 2019

Effective July 1, 2018, the maximum pay rates will be increased by three and one-half percent (3.5%).

Effective the first full pay period in January 2019, Salary Schedule P will be adjusted at P05 to reflect the County minimum wage of \$11.50 per hour. All other steps and grades will be adjusted accordingly.

There will be no other pay adjustments for the duration of this agreement.

**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, 2015, the first shift differential shall be increased to two dollars and sixty cents (\$2.60) 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, 2015, the third shift differential shall be increased to two dollars and twenty cents (\$2.20) 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 earn compensatory leave equal to the number of hours in their scheduled work day so that the compensatory time can be used to take 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 six (6) 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.

C. Any Fair Labor Standards Act (FLSA) compensatory time that is earned and exceeds the two hundred forty (240) hour maximum carryover, will be paid in a timely fashion.

#### **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, DoE 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.

Effective the first full pay period after January 1, 2018, any bargaining unit member who has been in an acting capacity in the same position for a period of 12 continuous months (i.e., since January 1, 2017 at the earliest) will be paid at the rate of ten percent (10%) or at a rate of pay equal to the rate he/she would receive upon promotion to the higher grade or job classification, whichever is greater.

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, Crime Scene Investigator, Crime Scene Investigator Supervisors, 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 employee's base hourly straight time rate, 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. Effective July 1, 2007, standby pay will be limited in the Office of Homeland Security (Public Safety Communications) to Systems Analyst I/II and Communications Specialist I/II. Eligible employees in the Department of Environmental Resources will be included. Employees who are on standby (and thus entitled to the 12.5% standby compensation) shall receive notification of when they will be on standby a minimum of twenty-one days in advance. However, the parties also recognize that under emergency situations or unexpected circumstances, twenty-one (21) days' notice will not be provided.

### **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, 2018, employees who are assigned to provide on the job training (which is designed to be at least five (5) days or more in duration) for employees will receive a payment of two and a half dollars (\$2.50) per hour. Effective July 1, 2019, the payment will increase to three dollars (\$3.00) 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. Effective July 1, 2007, employees will receive a lump sum payment of one thousand three hundred fifty dollars (\$1,350.00) per year beginning within thirty (30) days following their certification. On July 1, 2008, this amount will be increased to one thousand four hundred dollars (\$1,400.00). Interpreter pay will be prorated the first year applicable based on when the employee is certified. Beginning July 1, 2012, those employees already certified prior to the beginning of the new fiscal year, will receive their TEC pay in the first full pay period in July of that new fiscal year. 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. Certified Cross Trained Emergency Dispatchers. Effective July 1, 2018, PSC Emergency Dispatcher II personnel and PSC bargaining unit personnel who have achieved all Phase I, Phase II and Phase III training as Law Dispatchers and Fire/EMS Dispatchers who receive certification as cross trained dispatchers will be entitled to an additional 5% of base salary as certification pay (such personnel shall hereinafter be referred to as Certified Cross Trained Emergency Dispatchers).

To qualify as Certified Cross Trained Emergency Dispatchers, personnel must satisfactorily complete all PSC 9-1-1 and Dispatcher training requirements as set forth in PSC Directive 2015-05, or its successor(s), including Phase I and II 9-1-1 training, Phase III Law Enforcement Dispatcher Training, and Phase III Fire/EMS Dispatcher Training. Phase III training in the second discipline must be completed within thirty (30) working days and/or ninety (90) calendar days, whichever comes later, of the date on which the Phase III training in the second discipline begins. PSC Emergency Dispatcher II personnel shall be provided a reasonable opportunity to complete the required Phase III training in the second discipline during off duty hours in a paid overtime status.

To retain certification pay, Certified Cross Trained Emergency Dispatchers must (i) retain all required certifications, (ii) attend required training classes related to 9-1-1, Law Dispatch and Fire/EMS Dispatch; (iii) satisfactorily perform a documented minimum of twelve (12) hours of Fire/EMS duties per month; (iv) satisfactorily perform a documented minimum of twelve (12)

hours of Law Enforcement Dispatcher duties per month. Failure to satisfy all of these requirements will result in a loss of Certified Cross Trained Emergency Dispatcher status and pay. Certified Cross Trained Emergency Dispatchers shall be provided advanced notice of all required training classes sufficient to enable attendance.

Participation in this cross training program is entirely voluntarily and is open to all PSC bargaining unit personnel who have achieved all Phase I, Phase II and Phase III training as Law Dispatchers and Fire/EMS Dispatchers. Certified Cross Trained Emergency Dispatchers may withdraw from the program at any time by providing a minimum of 14 days advance written notice to the appointing authority or designee through the appropriate chain of command. Certified Cross Trained Emergency Dispatchers who withdraw from the program will lose the additional 5% certification pay as of the effective date of their withdrawal.

The Employer will not schedule work or initiate procedures to circumvent the provisions of this Section. Should changes to the OHRM Classification Specifications occur rendering these provisions obsolete, none of the provisions of this section, including the 5% certification pay, shall be applicable.

#### **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. In addition, the parties recognize that when operational necessity requires that the employer relocate operations and employees are required to work at an alternate work location during their regular shift assignment, 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 DoE and the Director of Homeland Security, as appropriate, in writing. The Chief of Police, the Director of DoE 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 to begin at 8:00 a.m. and end at 4:30 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 via an email of all delayed openings and emergency closings.

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 Salary Schedule, who are required to work weekends as part of their regularly scheduled shifts, will receive compensatory leave for the length of time that a County wide "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 a.m. to 4:30 p.m.), is in effect on their shift(s) worked during the period from 6:00 a.m. Saturday through 6:00 a.m. on Monday.

1. 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 a Countywide "Signal 26" issued by the Chief of Police, or designee, due to extreme weather conditions, is in effect on their shifts worked during the period from 4:30 p.m. Friday through 8:00 a.m. on Monday.

2. Employees covered by this agreement, who are required to work weekday non-business hours (Monday-Friday after 4:30 p.m.) as part of their regularly scheduled shift will receive compensatory leave for the length of time a Countywide "Signal 26" issued by the Chief of Police, or designee, due to extreme weather conditions, is in effect during their shift.

### **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. Employees assigned to work twelve (12) hour shifts shall also be entitled to an additional fifteen (15) minute break that may only be taken after completion of the scheduled meal period and after completion of the scheduled twenty-five (25) minute break.

Upon approval of the employee's supervisor, consistent with operational necessity, employees covered by this Agreement who are assigned to work ten (10) hour shifts shall be entitled to one (1) twenty (20) minute break per shift in addition to their regular meal period. Employees assigned to work ten (10) hour shifts shall also be entitled to an additional ten (10) minute paid break period that may only be taken after completion of the scheduled meal period and after completion of the scheduled twenty (20) minute break.

Upon approval of the employee's supervisor, consistent with operational necessity, employees covered by this Agreement who are assigned to work eight (8) hour shifts shall be entitled to 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. In Calendar Year 2019 and 2020, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%).

B. In Calendar Year 2019 and 2020, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five (25%). Employees who provide proof of other medical coverage may choose to receive a credit.

C. In Calendar Year 2019 and 2020, the County shall contribute eighty-five (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employees shall contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

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. The above prescription and vision care program rates apply to any employee who retires on or after July 1, 1996. However, the parties expressly understand and agree that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

E. The County/Employee contribution rate split for the preferred provider option plan, prepaid group health plan or HMO, applicable to active employees, shall also be applicable to retirees. However, the parties expressly understand and agree that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

F. 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.

G. 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 DoE 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 DoE 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 DoE 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.

#### **Section 10.23 Joint Study Committees**

A. A joint study committee of three members named by the County and three members named by PCEA will be established to study and determine the effectiveness and impact of various proposed shift plans and alternate schedules. The study will begin on September 1, 2017. A report of the committee's findings and recommendations will be submitted to the vendor contracted to perform a Staffing Analysis for the 9-1-1 dispatch function within the Office of Homeland Security/Public Safety Communications for consideration in the Vendor's study. In addition, the President of the PCEA, the Deputy Director of Public Safety, and the Director of Homeland Security will receive a copy of the committee's report. Action items agreed upon by all committee members, and certified to be cost neutral by OMB, will be memorialized in a side letter. Neither

side gives up its right to submit the items to negotiations during collective bargaining.

B. A joint study committee of three members named by the County and three members named by PCEA will be established to review the issue of critical incident stress management (CISM). The Study will begin in October 2017. Part of the Committee's task will be to review and analyze the CISM practices and policies of similar jurisdictions in the Washington Metropolitan region for jobs and classifications represented by PCEA. Action items agreed upon by all committee members, and certified to be cost neutral by OMB, will be memorialized in a side letter. Neither side gives up its right to submit the items to negotiations during collective bargaining.

C. A joint study committee of three members named by the County and three members named by PCEA will be established to study and determine the feasibility of instituting a cross training program within Public Safety Communications. The study will begin in September 2017 and a report of the committee's findings and recommendations will be submitted to the vendor contracted to perform a Staffing Analysis for the 9-1-1 dispatch function within the Office of Homeland Security/Public Safety Communications. The recommendations will be submitted for consideration in the Vendor's study. In addition, the President of the PCEA, the Deputy Director of Public Safety, and the Director of Homeland Security will receive a copy of the committee's report. Action items agreed upon by all committee members, and certified to be cost neutral by OMB will be memorialized in a side letter. Neither side gives up its right to submit the items to negotiations during collective bargaining.

#### **Section 10.24 Police Civilian Supervisor Training**

Bargaining Unit Employees in the Police Department who are promoted to a supervisory position shall be mandated to attend supervisor training provided to police supervisors. This training will take place within six (6) months of being promoted.

### **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. Supplemental Retirement Benefit Plan Modification Effective July 1, 2012

Employees hired on or after July 1, 2012 will be subject to the following Supplemental Plan modifications:

Vesting/Minimum Continuous Service Requirement: 10 years eligibility service

Average Annual Compensation: Average of the five (5) highest consecutive years

Benefit Payment: The benefit accrued by an employee shall not be payable until retirement at the earlier of: (1) Rule of 90 (sum of age and eligibility service must equal 90); (2) Age 65 with 10 years of eligibility service; or (3) Age 60 with 15 years eligibility service

These modifications are intended to incorporate the applicable changes adopted by the Maryland State Retirement and Pension System, which went into effect July 1, 2011.

L. Hold Harmless

For any employee covered by this Agreement who retires during the period from July 1, 2018, through June 30, 2020, "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.

In addition, any employee covered by this Agreement who retires during the period beginning with the effective date of the legislation enacting this provision through June 30, 2020, "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 Fiscal Year 2010, Fiscal Year 2011, Fiscal Year 2012, Fiscal Year 2013, Fiscal Year 2016, Fiscal Year 2017, and Fiscal Year 2018.

M. 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.

**N. 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.

C. PCEA shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual leave by employees covered by this Agreement. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Agreement with a zero (0) leave balance (annual, sick, personal and compensatory time.) Use of such transferred leave shall be limited to employees who have been determined to be eligible for donated leave pursuant to Personnel Procedure 284 and the Chief Administrative Officer Directive dated July 18, 2012.

D The administration of this sick leave bank shall be the responsibility of PCEA. The County

agrees to maintain the records of the sick leave bank and shall only be required to transfer sick leave from the bank to the account of an eligible employee upon receiving proper written authorization from PCEA that the sick leave is to be transferred and after verification that the receiving employee has met all the necessary conditions of eligibility.

E. In addition to donations to the sick leave bank above, employees will be permitted to donate their sick leave directly to other employees in accordance with the County Personnel Law and procedures.

## **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 may be donated to PCEA leave bank.

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 established by the State of Maryland and MSRS.

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 DoE 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 DoE 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 DoE, 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 (to include a step 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 DoE 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/Crime Scene Investigators/Police Evidence Technician Supervisors (Administrative Assistants) /Property Clerks/Television Studio Personnel (Audio Visual Specialists)/Supply Technicians/Firearms Instructors**

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 Technician/Crime Scene Investigator 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). Effective July 1, 2012, this allowance will increase to three hundred dollars (\$300.00). Effective July 1, 2015, this allowance will increase to three hundred fifty dollars (\$350.00).

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). Effective July 1, 2012, this allowance will increase to three hundred dollars (\$300.00). Effective July 1, 2015, this allowance will increase to three hundred fifty dollars (\$350.00).

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

E. Effective July 1, 2012, the Employer will furnish an annual clothing maintenance allowance of three hundred dollars (\$300.00) for Firearms Instructors, Armorer and Supply Technicians. Effective July 1, 2015, this allowance will increase to three hundred fifty dollars (\$350.00).

F. The Employer will furnish Public Safety Communication employees with eight (8) shirts within 60 days of hire, and four (4) new shirts (long sleeve or short sleeve as requested) issued on or before January 1 of each calendar year.

G. The Employer agrees to provide bullet proof vests to each Evidence Technician/Crime Scene Investigator and Firearms Examiner and to replace such vests in accordance with the

manufacturer's specifications.

H. The County will furnish Tow Unit Investigators with three (3) shirts within 60 days of hire and two (2) shirts (long sleeve or short sleeve as requested) issued on January 1, of each calendar year, which bear an image or logo that clearly identifies the employee as a Tow Unit Investigator.

### **Section 13.2 Security Officers**

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 Security Officers. 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. Security Officers 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.

C. In addition to the annual In-Service that is provided by the Police Department, Security Officers will participate in additional work-related training courses designed and administered by the Training Division of the Prince George's County Police Department.

### **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.

C. The parties agree that Section 13.4A and 13.4B will be discontinued after FY 2018.

### **Section 13.5 Map Books**

The County shall provide, bi-annually (every two years), one (1) updated map book per desk in

each facility where map books are used in the performance of the job and where no mapping software is available. Where mapping software is used in the performance of the job, map books will be available for every four (4) positions. In addition, there shall be at least one (1) map book available at every station house. These books will be distributed on even numbered years (2018, 2020, 2022, 2024 etc.) within thirty (30) days of the latest release 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 DoE 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 DoE 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.

I. A Study Committee on civilian staff, one for the Police Department and one for the Public Safety Communications, shall be created. These Committees shall meet at least quarterly at the request of the PCEA. Upon mutual agreement the Committee may meet more often than quarterly.

J. The County agrees to establish a critical incident stress management (CISM) team comprised of Public Safety Communications (PSC) employees that have been trained and are available to provide post-incident one-on-one or group defusing within two (2) hours of a crisis/critical incident. The post-incident defusing shall be for the purposes of employee assessment, triage and acute symptom mitigation. The PSC CISM team will work under the direction of the Appointing Authority or his/her designee and in conjunction with the existing services provided by the Employee Assistance Program and CISM teams from other public safety agencies. The County agrees to enable the PSC CISM team members to attend the training necessary to obtain and maintain a level of certification/training that is commensurate to the mission of the team.

## **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, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020.

B. This Agreement shall be automatically renewed from year to year after June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019 (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 \_\_\_\_\_, 2018, in Largo, Prince George's County, Maryland.

FOR PRINCE GEORGE'S COUNTY  
POLICE CIVILIAN EMPLOYEES  
ASSOCIATION

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND

\_\_\_\_\_  
Gary Taylor  
President

\_\_\_\_\_  
Rushern L. Baker, III  
County Executive

\_\_\_\_\_  
Henry Stawinski  
Chief of Police

\_\_\_\_\_  
Gevonia Whittington  
Director, Office of Homeland  
Security

\_\_\_\_\_  
Adam Ortiz  
Director, Department of the Environment

## 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 Scale1. 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

a. Except as provided in paragraph b. of this sub-section, 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.)

b. Upon the adoption of the Council Bill enacting this collective bargaining agreement, an employee who receives a voluntary demotion may, if approved by the appointing authority and Director of OHRM, continue to be paid at their current salary provided such salary is in the pay range of the new position. An employee seeking a voluntary demotion will be informed of the procedure to request such approval by the Employer. The approval of the appointing authority and/or Director of OHRM with regard to whether an employee can continue to be paid at their current salary rate are not subject to grievance or appeal.

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%).

K. Fiscal Year 2009:

Effective July 1, 2008, the Max pay rate will be increased by three and one-half percent (3.5%).

L. Fiscal Year 2014:

Effective October 20, 2013, the minimum and maximum pay rates will be increased by two percent (2%).

M. Fiscal Year 2015:

Effective July 12, 2014, the maximum pay rates will be increased by three and one-half percent (3.5%).

N. Effective July 1, 2017, the maximum pay rates will be increased by three and one-half percent (3.5%).

ATTACHMENT B

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 PAYHEALTH & 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/DoE) 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.
16 390 00148 01 January 9, 2006	AMENDMENT TO CERTIFICATION OF REPRESENTATION Communications Specialist I, II, III Programmer Systems Analyst I, II, III Supply Technician I Systems Analyst I, III, III

# **ATTACHMENT D - CLASSES OF WORK\***

Account Clerk I, II, III, IV  
 Accountant I, II, III  
 Accounting Technician  
 Administrative Aide I, II, III, IV  
 Administrative Assistant I, II, III  
 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  
 Clerk Typist I, II, III  
 Communication Specialist I, II, III  
 Community Affairs Assistant I, II  
 Custodian I, II  
 Custodian Supervisor  
 Data Entry Operator I, II  
 Data Preparation Supervisor  
 Emergency Dispatch Aide  
 Emergency Dispatcher I, II, III, IV  
 Executive Administrative Aide  
 Fingerprint Assistant I, II  
 Fingerprint Specialist I, II, III, IV  
 Fingerprint Specialist Supervisor  
 Firearms Examiner  
 Firearms Technician

Forensic Chemist I, II, III  
 General Clerk I, II, III, IV  
 Graphic Artist I, II  
 Intake Process Technician I, II, III  
 Investigator I, II, III  
 Lab Assistant I, II  
 Mail Services Operator I, II, III  
 Mail Services Supervisor  
 Permit Specialist I, II, III  
 Personnel Aide I, II, III  
 Personnel Analyst I, II, III  
 Photo Lab Technician I, II, III  
 Photo Lab Supervisor  
 Police Evidence Technician I, II  
 Police Property Clerk (DoE) I, II, III  
 Police Public Service Aide (DoE) I, II and III  
 Psychologist I  
 Public Service Aide  
 Reproduction Assistant  
 Security Officer I, II, III  
 Senior Emergency Dispatch Aide  
 Supervisory Clerk  
 Supply/Property Clerk I, II, III, IV  
 Systems Analyst I, II, III  
 Switchboard Operator I, II

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

**SCHEDULE OF PAY GRADES**

**SALARY SCHEDULE P**  
**POLICE CIVILIAN EMPLOYEES ASSOCIATION**  
**UNIFORM WAGE SCALE**  
**EFFECTIVE JULY 1, 2018**  
**PRINCE GEORGE'S COUNTY, MARYLAND**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>P05</b>		
<b>HOURLY</b>	10.3714	23.1150
<b>BIWKLY</b>	829.71	1849.20
<b>ANNUAL</b>	21,572	48,079
<b>P06</b>		
<b>HOURLY</b>	10.8898	24.2706
<b>BIWKLY</b>	871.19	1941.65
<b>ANNUAL</b>	22,651	50,483
<b>P07</b>		
<b>HOURLY</b>	11.4344	25.4842
<b>BIWKLY</b>	914.76	2038.73
<b>ANNUAL</b>	23,783	53,007
<b>P08</b>		
<b>HOURLY</b>	12.0061	26.7584
<b>BIWKLY</b>	960.49	2140.67
<b>ANNUAL</b>	24,973	55,657
<b>P09</b>		
<b>HOURLY</b>	12.6064	28.0964
<b>BIWKLY</b>	1008.51	2247.71
<b>ANNUAL</b>	26,221	58,441
<b>P10</b>		
<b>HOURLY</b>	13.2368	29.5011
<b>BIWKLY</b>	1058.94	2360.09
<b>ANNUAL</b>	27,533	61,362
<b>P11</b>		
<b>HOURLY</b>	13.8986	30.9763
<b>BIWKLY</b>	1111.89	2478.10
<b>ANNUAL</b>	28,909	64,431

GRADE	MINIMUM	MAXIMUM
<b>P12</b>		
HOURLY	14.5934	32.5249
BIWKLY	1167.48	2601.99
ANNUAL	30,354	67,652
<b>P13</b>		
HOURLY	15.3233	34.1512
BIWKLY	1225.86	2732.09
ANNUAL	31,872	71,034
<b>P14</b>		
HOURLY	16.0893	35.8588
BIWKLY	1287.14	2868.71
ANNUAL	33,465	74,586
<b>P15</b>		
HOURLY	16.8940	37.6517
BIWKLY	1351.51	3012.14
ANNUAL	35,139	78,316
<b>P16</b>		
HOURLY	17.7385	39.5342
BIWKLY	1419.09	3162.74
ANNUAL	36,896	82,231
<b>P17</b>		
HOURLY	18.6254	41.5111
BIWKLY	1490.04	3320.88
ANNUAL	38,741	86,343
<b>P18</b>		
HOURLY	19.5567	43.5865
BIWKLY	1564.54	3486.92
ANNUAL	40,678	90,660
<b>P19</b>		
HOURLY	20.5345	45.7658
BIWKLY	1642.77	3661.27
ANNUAL	42,711	95,193

GRADE	MINIMUM	MAXIMUM
<b>P20</b>		
HOURLY	21.5613	48.0542
BIWKLY	1724.90	3844.34
ANNUAL	44,847	99,953
<b>P21</b>		
HOURLY	22.6393	50.4569
BIWKLY	1811.14	4036.55
ANNUAL	47,089	104,950
<b>P22</b>		
HOURLY	23.7714	52.9799
BIWKLY	1901.71	4238.39
ANNUAL	49,445	110,198
<b>P23</b>		
HOURLY	24.9598	55.6288
BIWKLY	1996.78	4450.30
ANNUAL	51,916	115,708
<b>P24</b>		
HOURLY	26.2079	58.4102
BIWKLY	2096.63	4672.82
ANNUAL	54,513	121,493
<b>P25</b>		
HOURLY	27.5184	61.3307
BIWKLY	2201.47	4906.45
ANNUAL	57,238	127,568
<b>P26</b>		
HOURLY	28.8943	64.3973
BIWKLY	2311.54	5151.78
ANNUAL	60,100	133,946

The minimum rates are the October 2, 2017 minimum rates. The maximum rates are the October 2, 2017 maximum rates increased 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**  
**POLICE CIVILIAN EMPLOYEES ASSOCIATION**  
**UNIFORM WAGE SCALE**  
**EFFECTIVE JANUARY 6, 2019 – WAGE SCALE ADJUSTMENT #1**  
**PRINCE GEORGE'S COUNTY, MARYLAND**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>P05</b>		
<b>HOURLY</b>	11.5000	25.6301
<b>BIWKLY</b>	920.00	2050.40
<b>ANNUAL</b>	23,920	53,311
<b>P06</b>		
<b>HOURLY</b>	12.0750	26.9116
<b>BIWKLY</b>	966.00	2152.92
<b>ANNUAL</b>	25,116	55,976
<b>P07</b>		
<b>HOURLY</b>	12.6788	28.2571
<b>BIWKLY</b>	1014.30	2260.57
<b>ANNUAL</b>	26,372	58,775
<b>P08</b>		
<b>HOURLY</b>	13.3127	29.6700
<b>BIWKLY</b>	1065.02	2373.60
<b>ANNUAL</b>	27,690	61,714
<b>P09</b>		
<b>HOURLY</b>	13.9783	31.1535
<b>BIWKLY</b>	1118.27	2492.28
<b>ANNUAL</b>	29,075	64,799
<b>P10</b>		
<b>HOURLY</b>	14.6772	32.7112
<b>BIWKLY</b>	1174.18	2616.89
<b>ANNUAL</b>	30,529	68,039
<b>P11</b>		
<b>HOURLY</b>	15.4111	34.3467
<b>BIWKLY</b>	1232.89	2747.74
<b>ANNUAL</b>	32,055	71,441

GRADE	MINIMUM	MAXIMUM
<b>P12</b>		
HOURLY	16.1817	36.0641
BIWKLY	1294.53	2885.12
ANNUAL	33,658	75,013
<b>P13</b>		
HOURLY	16.9907	37.8673
BIWKLY	1359.26	3029.38
ANNUAL	35,341	78,764
<b>P14</b>		
HOURLY	17.8403	39.7606
BIWKLY	1427.22	3180.85
ANNUAL	37,108	82,702
<b>P15</b>		
HOURLY	18.7323	41.7487
BIWKLY	1498.58	3339.89
ANNUAL	38,963	86,837
<b>P16</b>		
HOURLY	19.6689	43.8361
BIWKLY	1573.51	3506.89
ANNUAL	40,911	91,179
<b>P17</b>		
HOURLY	20.6523	46.0279
BIWKLY	1652.19	3682.23
ANNUAL	42,957	95,738
<b>P18</b>		
HOURLY	21.6850	48.3293
BIWKLY	1734.80	3866.34
ANNUAL	45,105	100,525
<b>P19</b>		
HOURLY	22.7692	50.7457
BIWKLY	1821.54	4059.66
ANNUAL	47,360	105,551

GRADE	MINIMUM	MAXIMUM
<b>P20</b>		
HOURLY	23.9077	53.2830
BIWKLY	1912.61	4262.64
ANNUAL	49,728	110,829
<b>P21</b>		
HOURLY	25.1031	55.9472
BIWKLY	2008.24	4475.77
ANNUAL	52,214	116,370
<b>P22</b>		
HOURLY	26.3582	58.7445
BIWKLY	2108.66	4699.56
ANNUAL	54,825	122,189
<b>P23</b>		
HOURLY	27.6761	61.6818
BIWKLY	2214.09	4934.54
ANNUAL	57,566	128,298
<b>P24</b>		
HOURLY	29.0599	64.7659
BIWKLY	2324.79	5181.27
ANNUAL	60,445	134,713
<b>P25</b>		
HOURLY	30.5129	68.0042
BIWKLY	2441.03	5440.33
ANNUAL	63,467	141,449
<b>P26</b>		
HOURLY	32.0386	71.4044
BIWKLY	2563.09	5712.35
ANNUAL	66,640	148,521

This wage scale is to reflect the County's minimum wage rate of \$11.50 and incremental adjustments between each grade for both the minimum and maximum wages. 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**  
**POLICE CIVILIAN EMPLOYEES ASSOCIATION**  
**UNIFORM WAGE SCALE – WAGE SCALE ADJUSTMENT #2**  
**EFFECTIVE JANUARY 6, 2019 – COLA 1.75%**  
**PRINCE GEORGE'S COUNTY, MARYLAND**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>P05</b>		
<b>HOURLY</b>	11.7013	26.0786
<b>BIWKLY</b>	936.10	2086.29
<b>ANNUAL</b>	24,339	54,243
<b>P06</b>		
<b>HOURLY</b>	12.2863	27.3825
<b>BIWKLY</b>	982.91	2190.60
<b>ANNUAL</b>	25,556	56,956
<b>P07</b>		
<b>HOURLY</b>	12.9006	28.7516
<b>BIWKLY</b>	1032.05	2300.13
<b>ANNUAL</b>	26,833	59,803
<b>P08</b>		
<b>HOURLY</b>	13.5457	30.1892
<b>BIWKLY</b>	1083.65	2415.14
<b>ANNUAL</b>	28,175	62,794
<b>P09</b>		
<b>HOURLY</b>	14.2229	31.6987
<b>BIWKLY</b>	1137.84	2535.89
<b>ANNUAL</b>	29,584	65,933
<b>P10</b>		
<b>HOURLY</b>	14.9341	33.2836
<b>BIWKLY</b>	1194.73	2662.69
<b>ANNUAL</b>	31,063	69,230
<b>P11</b>		
<b>HOURLY</b>	15.6808	34.9478
<b>BIWKLY</b>	1254.46	2795.82
<b>ANNUAL</b>	32,616	72,691

GRADE	MINIMUM	MAXIMUM
<b>P12</b>		
HOURLY	16.4648	36.6952
BIWKLY	1317.19	2935.61
ANNUAL	34,247	76,326
<b>P13</b>		
HOURLY	17.2881	38.5299
BIWKLY	1383.05	3082.39
ANNUAL	35,959	80,142
<b>P14</b>		
HOURLY	18.1525	40.4564
BIWKLY	1452.20	3236.51
ANNUAL	37,757	84,149
<b>P15</b>		
HOURLY	19.0601	42.4793
BIWKLY	1524.81	3398.34
ANNUAL	39,645	88,357
<b>P16</b>		
HOURLY	20.0131	44.6032
BIWKLY	1601.05	3568.26
ANNUAL	41,627	92,775
<b>P17</b>		
HOURLY	21.0138	46.8334
BIWKLY	1681.10	3746.67
ANNUAL	43,709	97,413
<b>P18</b>		
HOURLY	22.0645	49.1750
BIWKLY	1765.16	3934.00
ANNUAL	45,894	102,284
<b>P19</b>		
HOURLY	23.1677	51.6338
BIWKLY	1853.41	4130.70
ANNUAL	48,189	107,398

GRADE	MINIMUM	MAXIMUM
<b>P20</b>		
<b>HOURLY</b>	24.3261	54.2155
<b>BIWKLY</b>	1946.08	4337.24
<b>ANNUAL</b>	50,598	112,768
<b>P21</b>		
<b>HOURLY</b>	25.5424	56.9263
<b>BIWKLY</b>	2043.39	4554.10
<b>ANNUAL</b>	53,128	118,407
<b>P22</b>		
<b>HOURLY</b>	26.8195	59.7726
<b>BIWKLY</b>	2145.56	4781.81
<b>ANNUAL</b>	55,785	124,327
<b>P23</b>		
<b>HOURLY</b>	28.1605	62.7612
<b>BIWKLY</b>	2252.84	5020.90
<b>ANNUAL</b>	58,574	130,543
<b>P24</b>		
<b>HOURLY</b>	29.5685	65.8993
<b>BIWKLY</b>	2365.48	5271.94
<b>ANNUAL</b>	61,502	137,070
<b>P25</b>		
<b>HOURLY</b>	31.0469	69.1942
<b>BIWKLY</b>	2483.75	5535.54
<b>ANNUAL</b>	64,578	143,924
<b>P26</b>		
<b>HOURLY</b>	32.5992	72.6539
<b>BIWKLY</b>	2607.94	5812.31
<b>ANNUAL</b>	67,806	151,120

The minimum and maximum rates are the January 6, 2019 (Wage Scale Adjustment #1) adjusted rates increased by 1.0175%. 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**  
**POLICE CIVILIAN EMPLOYEES ASSOCIATION**  
**UNIFORM WAGE SCALE**  
**EFFECTIVE JANUARY 5, 2020 – COLA 1.50%**  
**PRINCE GEORGE'S COUNTY, MARYLAND**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>P05</b>		
<b>HOURLY</b>	11.8768	26.4698
<b>BIWKLY</b>	950.14	2117.58
<b>ANNUAL</b>	24,704	55,057
<b>P06</b>		
<b>HOURLY</b>	12.4706	27.7932
<b>BIWKLY</b>	997.65	2223.46
<b>ANNUAL</b>	25,939	57,810
<b>P07</b>		
<b>HOURLY</b>	13.0941	29.1829
<b>BIWKLY</b>	1047.53	2334.63
<b>ANNUAL</b>	27,236	60,700
<b>P08</b>		
<b>HOURLY</b>	13.7488	30.6420
<b>BIWKLY</b>	1099.91	2451.36
<b>ANNUAL</b>	28,598	63,735
<b>P09</b>		
<b>HOURLY</b>	14.4363	32.1742
<b>BIWKLY</b>	1154.90	2573.93
<b>ANNUAL</b>	30,027	66,922
<b>P10</b>		
<b>HOURLY</b>	15.1581	33.7829
<b>BIWKLY</b>	1212.65	2702.63
<b>ANNUAL</b>	31,529	70,268
<b>P11</b>		
<b>HOURLY</b>	15.9160	35.4720
<b>BIWKLY</b>	1273.28	2837.76
<b>ANNUAL</b>	33,105	73,782

GRADE	MINIMUM	MAXIMUM
<b>P12</b>		
HOURLY	16.7118	37.2456
BIWKLY	1336.94	2979.65
ANNUAL	34,761	77,471
<b>P13</b>		
HOURLY	17.5474	39.1079
BIWKLY	1403.79	3128.63
ANNUAL	36,499	81,344
<b>P14</b>		
HOURLY	18.4248	41.0633
BIWKLY	1473.98	3285.06
ANNUAL	38,324	85,412
<b>P15</b>		
HOURLY	19.3460	43.1164
BIWKLY	1547.68	3449.32
ANNUAL	40,240	89,682
<b>P16</b>		
HOURLY	20.3133	45.2723
BIWKLY	1625.06	3621.78
ANNUAL	42,252	94,166
<b>P17</b>		
HOURLY	21.3290	47.5359
BIWKLY	1706.32	3802.87
ANNUAL	44,364	98,875
<b>P18</b>		
HOURLY	22.3954	49.9127
BIWKLY	1791.63	3993.01
ANNUAL	46,582	103,818
<b>P19</b>		
HOURLY	23.5152	52.4083
BIWKLY	1881.22	4192.66
ANNUAL	48,912	109,009

GRADE	MINIMUM	MAXIMUM
<b>P20</b>		
HOURLY	24.6909	55.0287
BIWKLY	1975.28	4402.30
ANNUAL	51,357	114,460
<b>P21</b>		
HOURLY	25.9255	57.7802
BIWKLY	2074.04	4622.41
ANNUAL	53,925	120,183
<b>P22</b>		
HOURLY	27.2218	60.6692
BIWKLY	2177.74	4853.53
ANNUAL	56,621	126,192
<b>P23</b>		
HOURLY	28.5829	63.7026
BIWKLY	2286.63	5096.21
ANNUAL	59,452	132,501
<b>P24</b>		
HOURLY	30.0120	66.8878
BIWKLY	2400.96	5351.02
ANNUAL	62,425	139,127
<b>P25</b>		
HOURLY	31.5126	70.2321
BIWKLY	2521.01	5618.57
ANNUAL	65,546	146,083
<b>P26</b>		
HOURLY	33.0882	73.7437
BIWKLY	2647.06	5899.50
ANNUAL	68,824	153,387

The minimum and maximum rates are the January 6, 2019 (Wage Scale Adjustment #2) rates increased by 1.015%. 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.



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-078-2018 **Chapter Number:** 77  
**Draft No.:** 1 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.

**Proposer(s):** County Executive  
**Sponsor(s):** Toles, Harrison, Lehman, Davis, Turner, Taveras, Franklin and Patterson  
**Item Title:** AN ACT CONCERNING COLLECTIVE BARGAINING AGREEMENT -  
PRINCE GEORGE'S COUNTY POLICE CIVILIAN EMPLOYEES  
ASSOCIATION for the purpose of approving the labor agreement by and between  
Prince George's County, Maryland and the Prince George's County Police Civilian  
Employees Association to provide for wages and certain other terms and conditions  
of employment for personnel classifications initially certified by the Prince George's  
County Public Employee Relations Board.

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**Drafter:** Joseph Adler, PH.D., Office of Human Resources Management  
**Resource Personnel:** Stephanye R. Maxwell, Esq., CPM, Office of Human Resources Management

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
09/11/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
09/20/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Turner, seconded by Council Member Lehman, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 4 Davis, Turner, Lehman and Patterson Absent: 1 Taveras		
09/25/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		
10/23/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Harrison, seconded by Council Member Lehman, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

16-233

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

Prince George's County, Maryland and the Police Civilian Employees Association have completed labor negotiations on a two-year labor agreement covering Fiscal Years 2019 and 2020. This bill will adopt and approve the referenced collective bargaining agreement in accordance with Section 16-233(f) of the Prince George's County Code.

A fiscal impact statement will be provided by the Office of Management and Budget.

**NOTE:** Retroactively effective to July 1, 2018.

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**Document(s):** B2018078, CB-78-2018 AIS, CB-78-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-78-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY and FISCAL MANAGEMENT

**Date** 9/20/18

**Action:** FAV

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**REPORT:** Favorable, 4-0 In Favor: Council Members Davis, Lehman, Patterson, and Turner.  
Absent: Taveras.

CB-78-2018 will approve the collective bargaining agreement by and between Prince George's County and the Prince George's Police Civilian Employees. As proposed this agreement sets forth the terms and conditions of employment including wages. While many of the terms of this agreement are carried over from previous labor agreements, the major modifications include the following:

- 1.75% COLA for FY19, effective the first full pay period in January 2019
- 1.5% COLA for FY20, effective the first full pay period in January 2020
- 3.5% Merit increase for those eligible to receive it on their anniversary dates in FY19 & FY20
- Increase Maximum Steps by 3.5% in FY2019
- Adjust Wage Scale to reflect County mandated minimum wage as the entry level salary (\$11.50 per hour)
- Increase in TEC Pay
- County and Union agree to program of cross-training emergency dispatchers
- Changes in Bereavement Leave

Joe Adler, Labor Negotiator, Office of Human Resources Management, provided the Committee an overview of CB-78-2018.

Gary Taylor, President, Police Civilian Employees Association expressed support for the agreement.

The Office of Law reports CB-78-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports CB-78-2018 will have a negative impact on the County of \$1.2 million in FY 19 and FY 20.

After discussion, the Public Safety and Fiscal Management Committee voted CB-78-2018 out favorably, 4-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-79-2018  
 Chapter No. 78  
 Proposed and Presented by The Chair (by request – County Executive)  
 Introduced by Council Members Glaros, Toles, Harrison, Lehman, Davis,  
Turner, Taveras, Franklin and Patterson  
 Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement –

3 Prince George's Correctional Officers' Association, Inc.

4 (PGCOA) (Correctional Officers)

5 For the purpose of approving the labor agreement by and between Prince George's County,  
 6 Maryland and the Prince George's Correctional Officers' Association, Inc. (PGCOA)  
 7 (Correctional Officers) to provide for wages and certain other terms and conditions of  
 8 employment for personnel classifications certified by the Prince George's County Public  
 9 Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Section 16-233(f)(12),

13 The Prince George's County Code

14 (2015 Edition; 2017 Supplement).

15 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 16 Maryland, that Section 16-233(f)(12) of the Prince George's County Code be and the same is  
 17 hereby repealed and reenacted with the following amendments:

18 SUBTITLE 16. PERSONNEL.

19 DIVISION 19. COLLECTIVE BARGAINING.

20 Sec. 16-233. General.

21 \* \* \* \* \*

(f) The following collective bargaining agreements are hereby adopted and approved:

\* \* \* \* \*

**(12) Declaration of Approval – Prince George’s Correctional Officers’ Association, Inc. (PGCOA) (Correctional Officers).**

The County Council of Prince George’s County, Maryland having fully considered the labor agreement concluded between Prince George’s County, Maryland and Prince George’s Correctional Officers’ Association, Inc. on [September 20, 2017] September 4, 2018, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George’s County Code.

\* \* \* \* \*

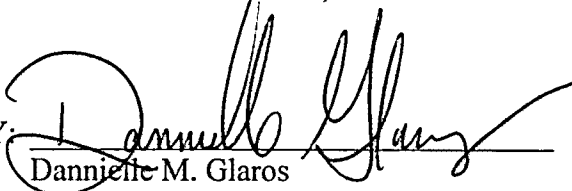
SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law unless specifically stated otherwise in a specific provision, and shall be retroactively effective to July 1, 2018.

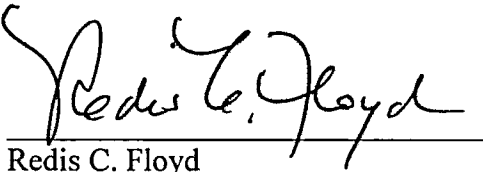
Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

ATTEST:



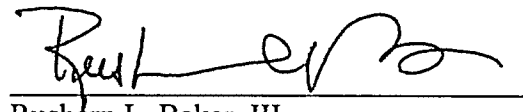
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE:

11/14/2018

BY:

  
Rushern L. Baker, III  
County Executive



**AGREEMENT**

**MADE BY AND BETWEEN**

**PRINCE GEORGE'S COUNTY, MARYLAND**

**AND**

**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**

**(PGCOA) (CORRECTIONAL OFFICERS)**

**JULY 1, 2018 - JUNE 30, 2020**

## TABLE OF CONTENTS

	<u>PAGE</u>
PURPOSE.....	1
ARTICLE 1 -- RECOGNITION .....	1
ARTICLE 2 -- MANAGEMENT'S RIGHTS .....	1
ARTICLE 3 -- NON-DISCRIMINATION .....	2
ARTICLE 4 -- PGCOA MEMBERSHIP AND CHECKOFF .....	2
ARTICLE 5 -- PGCOA LEAVE .....	2
ARTICLE 6 -- LEAVE FOR NEGOTIATIONS.....	3
ARTICLE 7 -- CONTRACTING .....	3
ARTICLE 8 -- PGCOA REPRESENTATION.....	4
ARTICLE 9 -- PGCOA STEWARDS.....	4
ARTICLE 10 -- SENIORITY .....	5
ARTICLE 11 -- PGCOA INFORMATION DISPERSAL.....	6
ARTICLE 12 -- PGCOA PIN .....	7
ARTICLE 12.1 -- WORKING DAY .....	7
ARTICLE 13 -- NOTICE OF CHANGES .....	7
ARTICLE 14 -- WORK STOPPAGES AND LOCKOUTS .....	7
ARTICLE 15 -- GRIEVANCE PROCEDURE.....	8
ARTICLE 16 -- DISCIPLINE .....	9
ARTICLE 17 -- PERSONNEL LAW .....	13
ARTICLE 18 -- PERSONNEL FILES .....	13
ARTICLE 19 -- WORK HOURS .....	13
ARTICLE 20 -- MANDATORY OVERTIME AND OVERTIME ASSIGNMENT.....	15
ARTICLE 21 -- SAFETY AND HEALTH.....	16
ARTICLE 22 -- WAGES.....	18
ARTICLE 23 -- HEALTH AND LIFE INSURANCE COVERAGE .....	20
ARTICLE 24 -- UNIFORMS AND PHYSICAL CONDITIONING .....	22
ARTICLE 25 -- OVERTIME COMPENSATION .....	23
ARTICLE 26 -- SHIFT DIFFERENTIAL .....	23
ARTICLE 27 -- COURT TIME COMPENSATION .....	24

ARTICLE 28 -- CALL BACK PAY .....	24
ARTICLE 29 -- HOLIDAY OBSERVANCE AND PAY.....	24
ARTICLE 30 -- ACTING PAY .....	25
ARTICLE 31 -- TEC PAY .....	26
ARTICLE 32 -- TRAINING .....	26
ARTICLE 33 -- P&P MANUAL .....	27
ARTICLE 34 -- LABOR-MANAGEMENT COMMITTEE.....	27
ARTICLE 35 -- ANNUAL LEAVE.....	28
ARTICLE 36 -- SICK LEAVE.....	29
ARTICLE 37 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION ...	30
ARTICLE 38 -- BEREAVEMENT LEAVE .....	31
ARTICLE 39 -- DISABILITY LEAVE .....	31
ARTICLE 40 -- PERSONAL LEAVE.....	32
ARTICLE 41 -- ADDITIONAL LEAVE PROVISION.....	32
ARTICLE 42 -- SUPPLEMENTAL RETIREMENT BENEFIT.....	32
ARTICLE 43 -- COMPREHENSIVE RETIREMENT BENEFIT .....	36
ARTICLE 44 -- ENTIRE UNDERSTANDING.....	43
ARTICLE 45 -- SAVINGS AND SEPARABILITY .....	44
ARTICLE 46 -- DURATION AND REOPENER.....	45
ATTACHMENT A -- MIN-MAX SYSTEM.....	47
ATTACHMENT B -- SALARY SCHEDULE .....	51
ATTACHMENT C - PUBLIC EMPLOYEE RELATIONS BOARD (PERB) CERTIFICATION LIST.....	53

## PURPOSE

A. This Collective Bargaining Agreement ("Agreement") is entered into by Prince George's County, Maryland ("County") and the Prince George's Correctional Officers' Association, Inc. ("PGCOA" or "Association"), and has as its purpose the promotion of harmonious relations between the County and PGCOA; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder. As used hereinafter, the word "Department" shall refer to the Prince George's County Department of Corrections.

B. The parties recognize that the employees covered by this Agreement are engaged in protecting the public safety and health and that any disruptions in the work place would endanger the public health and safety. In recognition of this fact, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise under the Agreement.

## ARTICLE 1 -- RECOGNITION

A. The County recognizes PGCOA as the sole and exclusive collective bargaining representative of the Prince George's County Department of Corrections employees in the bargaining units for which it was certified by the Prince George's County Public Employee Relations Board for the purpose of negotiating wages, hours and other terms and conditions of employment, to wit:

1. Unit One - comprised of Correctional Officer Privates, Correctional Officer Privates First Class and Correctional Officer Corporals.
2. Unit Two - comprised of Correctional Officer Sergeants.
3. Unit Three – comprised of Correctional Officer Lieutenants.

B. The County and the Association specifically recognize and understand that the employees covered by this Agreement are organized into the separate and distinct bargaining units noted above and that these units are referred to collectively in this Agreement solely for the limited purpose of "multi-unit bargaining" as specifically authorized by Section 13A-106(d) of the Labor Code.

## ARTICLE 2 -- MANAGEMENT'S RIGHTS

The County retains full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the County retains the right to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be

conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause; to relieve employees from duty because of lack of work; and to take any other action necessary to carry out the mission of the County.

### **ARTICLE 3 -- NON-DISCRIMINATION**

PGCOA and the County agree that this Agreement shall be applied equally to all employees covered by it without discrimination in any matter prohibited by law because of race, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status, age or labor organization affiliation and to promote and implement a positive and continuing program of equal employment opportunity.

### **ARTICLE 4 -- PGCOA MEMBERSHIP AND CHECKOFF**

A. All employees covered by this Agreement who are members of PGCOA, or who elect to become members of PGCOA, shall, pursuant to Paragraph B, below, remain members of PGCOA for the duration of this Agreement.

B. Upon the receipt of a written, signed authorization from an employee currently or previously covered by this Agreement (not including employees who are outside of the bargaining unit), the County agrees to deduct from the employee's pay on a biweekly basis Association dues and remit the dues to PGCOA. Such authorization shall be irrevocable and automatically renewed from year to year thereafter unless revoked pursuant to Section 13A-108(c) of the Labor Code. PGCOA agrees to indemnify and hold harmless the County from any loss or damages resulting from the application of this Article.

### **ARTICLE 5 -- PGCOA LEAVE**

A. Members of the Board of Directors of PGCOA shall be granted administrative leave to attend Association Board meetings. Also, members of PGCOA shall be granted administrative leave to attend conventions and conferences (including State seminars). In order to receive administrative leave to attend Board meetings, conventions and conferences, the Association must request the leave a reasonable period of time before it is to be used (in the case of conventions and conferences not less than ten (10) days before the leave is to begin). Requests for administrative leave under this Article are subject to the approval of the Director, with the understanding that the Director's approval will not be unreasonably withheld. Administrative leave to attend conventions and conferences shall be limited to no more than four (4) members on any one occasion, and leave to attend Board meetings shall be granted to up to nine (9) Board members the second Wednesday of the month. Administrative leave will be granted to the Association and its members under this Article subject to the availability of hours in the PGCOA Leave Bank described below. If the meeting falls on the employee's regular day off, the employee will be given hour for hour compensatory leave.

B. Where PGCOA certifies 1) a list of employees covered by this Agreement will automatically have annual leave, or County compensatory leave, deducted consistent with Section 13A-103(e) of the Labor Code (the County will deduct compensatory leave before using annual leave); and, 2) the number of annual or compensatory leave hours to be transferred per employee will be eight (8) hours annually (January), the County will accept that certification and will transfer up to a maximum of one thousand seven hundred fifty (1,750) annual or compensatory leave hours per fiscal year to a PGCOA leave bank of administrative leave. For each annual leave hour transferred to the leave bank, the County will credit to the bank an additional hour of administrative leave up to a combined total of three thousand five hundred (3,500) hours of administrative leave. Any hours remaining in the PGCOA leave bank at the end of the fiscal year shall be carried over for use in the next fiscal year.

C. Additional hours as submitted by its members shall go into the leave bank. Those additional hours may be used for PGCOA business on request to the Director and upon his/her approval (and such approval shall not be unreasonably withheld).

#### **ARTICLE 6 -- LEAVE FOR NEGOTIATIONS**

A. Employees (not to exceed eight (8) in number - six (6) plus one (1) alternate for each unit) who, upon the request of PGCOA are excused from their regular assignment on the day of negotiations to attend meetings with representatives of the County and/or to prepare for negotiations, shall suffer no loss of pay or leave. If the meeting falls on the employee's regular day off, the employee will be given hour for hour compensatory leave.

B. Members of the PGCOA negotiating team (not to exceed eight (8) members) may be granted up to forty-eight (48) hours of administrative leave each to prepare for negotiations. The Association must request the leave from the Director a reasonable period of time before it is to be used, and the request is subject to the Director's approval, which will not be unreasonably withheld.

C. The Director may, after the Association's request, grant additional leave to members of the negotiating team from the PGCOA Leave Bank described in Article 5, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

#### **ARTICLE 7 -- CONTRACTING**

Consistent with rights under the County Personnel Law, employees covered by this Agreement regardless of their tenure with the County will not be terminated from employment with Prince

George's County for lack of work as the result of outside contractors, temporary employees or civilian employees carrying out the duties normally performed by those employees.

## **ARTICLE 8 -- PGCOA REPRESENTATION**

A. The PGCOA President and one additional member shall not be assigned to duties for the Corrections Department but shall remain on the payroll of the Corrections Department for the purpose of performing full-time duties for the Association. During this period, the President and one additional member, shall continue to accumulate seniority and shall receive all benefits (for example, shift differential, if applicable) as if he/she were fully on duty with the Department. Further, the PGCOA President and one additional member will maintain the qualifications required for officers of his/her rank, which shall include, but are not limited to, the fulfillment of in-service training requirements and weapons qualification.

B. If the PGCOA President and the one additional member are absent from performing duties for the Association, because of illness, vacation, or other reasons not related to their duties for the Association, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.

C. If either the PGCOA President or the one additional member is absent from normal duties on approved leave (for reasons not related to their duties for the Association) for a period of more than five (5) working days, the PGCOA Board may designate in writing to the County a PGCOA member who shall act as designee for the PGCOA President or additional member in his/her absence. The County agrees that upon receipt of the written designation by the PGCOA Board, received at least five (5) working days in advance of the date the leave is to begin (emergencies excepted), the County will place on administrative leave the PGCOA member so designated by the PGCOA Board in lieu of the President or additional member for each day that leave is announced.

## **ARTICLE 9 -- PGCOA STEWARDS**

A. PGCOA, through its President or designee, shall represent all employees covered by this Agreement in the adjustment of their grievances, as set forth in Article 15, Grievance Procedure. The Department will recognize one (1) Steward from each unit on each shift at the Correctional Center. In addition, PGCOA may designate up to two (2) alternate Stewards from Unit One, one (1) alternate from Unit Two on each shift, and one (1) alternate from Unit Three (who shall act only in the absence of the Shift Steward while on approved leave or days off). At satellite facilities, such as Hyattsville, the Department will recognize one (1) Steward and one (1) alternate Steward assignment to Special Operations. Stewards and alternate Stewards will be permitted reasonable time to receive grievances under the following conditions:

1. Stewards, or alternates, shall be PGCOA's designated representative responsible for meeting with Department representatives, for transmitting communications authorized by PGCOA to the County and for receiving communications from the Department on behalf of PGCOA;

2. These activities shall not interfere with the work of other employees; and,
  3. Stewards and alternates shall not leave their work assignment without first receiving the approval of their appropriate supervisor (such approval shall not be unreasonably withheld).
- B. PGCOA agrees to provide the Department with a list of Stewards and alternates and will keep the list current. The Department will recognize only those Stewards and alternates whose names appear on the list. Stewards and alternate Stewards will be provided forty (40) hours of administrative leave during a Steward's first year as a Steward and sixteen (16) hours of administrative leave thereafter as a Steward to attend Shop Steward Training. Training will include, but will not be limited to: Personnel training, Trial Board training, Duties and Responsibilities of Shop Stewards, etc.
- C. PGCOA will coordinate with the Department the scheduling of Shop Steward Training and will make the request at least ten (10) working days in advance of the training. PGCOA will provide the names of the Shop Stewards who will attend and the course curriculum. Upon the completion of training, PGCOA will certify the names of the Stewards who completed the training.
- D. The Union will use good faith efforts to avoid conflicts of interests, e.g. a Steward will not be assigned to represent a family member or a direct subordinate employee in connection with a disciplinary interview/interrogation or for purposes of adjusting a grievance.

## ARTICLE 10 -- SENIORITY

- A. For purposes of this Agreement, seniority means either:

1. Departmental seniority, defined as an employee's length of continuous service with the Department of Corrections as a Correctional Officer, which shall also include the employee's continuous service with the County's Sheriff's Department prior to the establishment of the County's Department of Corrections on January 1, 1978, so long as the employee assumed duties with the Department of Corrections on January 1, 1978; or,

2. For the purpose of bidding on post assignment only, the determination of seniority shall be based on seniority (length of continuous service) in rank first, then according to the provisions in subparagraph 1, above, and shall not include service in any other occupation within the Department of Corrections.

B. The County shall maintain seniority rosters of employees covered by this Agreement by each type of seniority. A copy of these seniority lists shall be posted in the security operations area where accessible at all times to employees and the Shift Commander's Office and furnished to the PGCOA quarterly.

C. Both types of seniority shall only be interrupted by a break in continuous service as listed below:

1. Voluntary resignation;

2. Retirement or disability termination;
3. Discharge for just cause; or,
4. Any other lawful termination of service.

D. When an employee covered by this Agreement voluntarily resigns and is rehired into a job covered by this Agreement in the Department of Corrections within six (6) months from the employee's termination date, the employee will be placed on the seniority rosters with credit for his/her prior service, but with no credit for the period of his/her absence.

E. When an employee covered by this Agreement lawfully terminates employment for any reason other than a voluntary resignation or just cause termination and is rehired into a job covered by this Agreement in the Department of Corrections, the employee will be placed on the seniority rosters with credit for his/her prior service but with no credit for the period of his/her absence.

F. Effective July 1, 1999, seniority as a Correctional Officer shall be a dispositive factor to determine:

1. Annual leave approval, consistent with Article 35, Annual Leave.
2. Overtime Assignment, consistent with Article 20, Mandatory Overtime and Overtime Assignment.

G. Seniority according to rank shall be a substantial factor to determine:

1. Shift Assignment, consistent with Article 19, Work Hours.

In determining shift assignments for members of Unit Three, the Department will take into account shift preferences of the Unit Three members. However, final decisions concerning shift assignments shall rest with Management.

2. Days Off, consistent with Article 19, Work Hours.

Seniority according to rank shall be a dispositive factor to determine days off for members of Unit Three.

H. Employees hired prior to July 1, 1999 shall maintain their departmental seniority.

## **ARTICLE 11 -- PGCOA INFORMATION DISPERSAL**

A. The County agrees to permit reasonable bulletin board space in each squad room, or another mutually agreeable location, for official PGCOA newsletters, notices, and literature.

B. The PGCOA President will be notified immediately by the Department, as part of the Departmental notification procedures, when anyone covered by this Agreement is involved in any job-related incident that results in admission to the hospital or death.

## **ARTICLE 12 -- PGCOA PIN**

An employee covered by this Agreement shall be allowed to wear a pin showing his/her PGCOA affiliation on the official Corrections Department uniform, in accordance with Departmental uniform regulations.

## **ARTICLE 12.1 – WORKING DAY**

Unless expressly stated to the contrary, the terms “working day” or “working days” as used in this Agreement are defined as Monday through Friday, excluding County observed holidays.

## **ARTICLE 13 -- NOTICE OF CHANGES**

In order to enhance communication between the parties and minimize misunderstandings and disputes, the Department will provide to the PGCOA President copies of any changes to general orders, benefits, written job descriptions, changes in permanent post positions or permanent post designations (including other scheduling procedures) and any other changes applicable to employees covered by this Agreement. Except under circumstances requiring immediate action, this shall be done not less than ten (10) working days prior to the implementation of changes, excluding Saturdays and Sundays. The Association shall be given the opportunity to provide full comment within the ten (10) working day period prior to the implementation of proposed changes. Where the County implements changes under circumstances requiring immediate action without ten (10) working days prior notice to PGCOA, the County will promptly notify PGCOA in writing of the changes made and of the circumstances which required the immediate action. This provision is for informational purposes and is not intended to restrict in any fashion the County's right, consistent with applicable law and this Agreement, to implement these types of changes.

## **ARTICLE 14 -- WORK STOPPAGES AND LOCKOUTS**

A. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Association or by any employee, and there shall be no lockout by the County.

B. Failure of any employee to cross any picket line established at the Correctional Center is a violation of this Article.

C. The Association shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity and shall undertake all possible means to prevent or terminate any such activity. In the event of an illegal strike or other work disruption in violation of this Article, the Association shall promptly and publicly disavow such unauthorized conduct, order the employees covered by this Agreement to return to work, and assist the County in bringing about a prompt resumption of normal operations. No employees shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere

with the normal operations of the County and the Correctional Center shall be subject to disciplinary action, including discharge. The Association shall not be liable for acts of employees for which it has no responsibility.

## ARTICLE 15 -- GRIEVANCE PROCEDURE

A. Any question arising out of and during the term of this Agreement involving its interpretation and application shall be considered a grievance and subject to resolution under the following procedures:

### 1. Step 1.

a. When any employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the PGCOA President or designee, within seven (7) working days after the occurrence of the violation, shall give written notice of the grievance to the Department. The written notice must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. The PGCOA President or designee, the aggrieved employee and the Department's designated representative shall meet at a mutually agreeable time and endeavor to adjust the matter within seven (7) working days after timely notice has been given. The Department's designated representative shall respond to the PGCOA President or designee not later than seven (7) working days after the meeting. If they fail to resolve the matter within the prescribed period, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the Grievance Procedure.

b. Should PGCOA or the County have a dispute with the other party and, if after conferring, a settlement is not reached within ten (10) working days after occurrence of the events giving rise to the dispute, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

2. Step 2. If the grievance is not resolved under Step 1, and the grieving party elects to pursue the matter beyond Step 1, the PGCOA President or designee and the aggrieved employee will meet at a mutually agreeable time with the Director of the Department of Corrections, or his designee, for the purpose of attempting to resolve the grievance within seven (7) working days after timely receipt of the written grievance. A response to the grievance will be issued within seven (7) working days of the meeting between the Director (or his designee) and the PGCOA and the aggrieved employee. Should the parties fail to reach an agreement, the dispute may be referred to final and binding arbitration in accordance with the provisions of Step 3.

### 3. Step 3.

a. If the grievance shall have been submitted but not adjusted under Step 2, either the PGCOA President or the County may request in writing, within seven (7) working 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 PGCOA shall request the American Arbitration Association to provide them with a list of Arbitrators from which an Arbitrator shall be selected. The rules of

the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitrator shall be split equally by the County and the PGCOA.

b. Failure of the grieving party to adhere to the time limits established in this grievance procedure shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement.

## **ARTICLE 16 -- DISCIPLINE**

A. The parties recognize that the Department has the right to discipline its employees pursuant to the Personnel Law and the Department policies and procedures regarding discipline. The parties agree that disciplinary procedures provided herein are not applicable to probationary employees. Disciplinary actions relative to probationary employees shall be subject to applicable provisions of the Prince George's County Personnel Law.

B. Matters relating to employee discipline for an offense subject to a penalty greater than a written reprimand will be subject to the following procedures:

1. Before each disciplinary action is imposed, the officer shall be entitled to a hearing by a Hearing Board which shall be conducted in accordance with the Departmental policies and procedures.

2. The disciplinary action of the Director may be appealed to binding arbitration utilizing the process outlined in Step 3 of Article 15 -Grievance Procedure- within seven (7) working days after receipt of the Director's decision, including a decision rendered by the Director after a hearing board, if any, has been completed. If the matter does not proceed to arbitration, the employee may appeal to the Circuit Court for Prince George's County, Maryland pursuant to the Maryland Rules, Section 7-201 et seq. Any party aggrieved by the decision of the Circuit Court may appeal to the Court of Special Appeals.

C. Any officer may waive in writing any or all of his/her rights provided in this Article, or under any policy and procedure issued hereunder.

D. An officer who is interviewed or interrogated by the Department regarding any matter which might result in disciplinary action shall be entitled to the following protection(s) and rights:

1. Prior to any interview or interrogation, an officer who is the subject of an investigation will be notified in writing of the nature of the investigation.

2. Subject to the limitations set forth in Article 9.D., at the request of the officer, the officer shall have the right to be represented by counsel or any other responsible representative of his/her choice who shall be present at all times during any interrogation or interview. The interrogation

shall be suspended for a reasonable period of time not to exceed five (5) working days until representation is obtained, unless an extension is granted by the Director or his/her designee.

3. A complete record, either written, taped or transcribed, shall be kept of the complete interrogation or statement of the officer.

4. Interrogating sessions shall be conducted at a reasonable hour for reasonable periods, and shall be timed to allow for any personal necessities and rest periods as are reasonably necessary.

5. All questions directed to the officer under interrogation shall be asked by and through one interrogator during any interrogating session.

6. The officer shall be informed in writing of all of his/her rights prior to the commencement of the interrogation.

7. Prior to the commencement of any interrogation interview, the officer shall be advised and informed of his or her Garrity Rights. If the officer is not informed, at a minimum, that the information provided or statements made during the interrogation and the fruits therefrom, including testimony and evidence presented at any hearing board, shall not be used in any criminal proceeding, the Officer shall not be compelled or required to participate in the interrogation interview. The parties agree that the officer subject to investigation shall be presented with a document informing the officer of his or her Garrity rights as discussed in this section and that the officer shall execute the document as an acknowledgment of receipt.

E. Effective July 1, 2013:

1. The Employer shall not issue a Disciplinary Action Recommendation (DAR) against an employee, later than one hundred twenty (120) calendar days after the occurrence of the event(s) giving rise to the investigation and/or DAR or when such event(s) should reasonably have been known to the Department.

2. An administrative hearing, as described below shall be held within sixty (60) calendar days of the timely receipt of a DAR. This timeframe may be extended by the mutual agreement of the parties and/or by direction of the Hearing Chair.

3. The Administrative Hearing Board shall send/deliver a copy of its written decision and recommendation to the Director and the officer and PGCOA within fifteen (15) calendar days of the hearing as described in Section G.9. below.

F. Upon completion of the investigation and not less than thirty (30) calendar days prior to any hearing, the officer under investigation, and his/her representative or counsel, shall be provided with the following:

1. A disciplinary notice containing all charges and specifications which states that the officer is entitled to a hearing on the charges and specifications by a hearing board as well as the time and place of the hearing.

2. A list of witnesses to be called by the Department at the hearing.

3. A copy of any statements and documentary evidence along with any exculpatory information in the possession of the Department to be used for the sole purpose of defending the officer, but not including the identity of confidential sources, or the report of investigation.

4. Any Officer that is under investigation by the Office of Professional Responsibility Division and Legal Affairs in the Department that receives notice of any sustained charges is entitled to a copy of the Confidential Disciplinary packet after Notice of Intent and prior to any decision being made as to any discipline to be administered by the Department, "but excluding the identity of any confidential sources and recommendations as to charges, disposition or punishment."

#### G. Administrative Hearing Boards

1. One (1) member Administrative Hearing Boards will hear appeals from summary punishment recommendations (minor infractions) that do not exceed a loss of two (2) days annual leave or a fine not to exceed one hundred fifty dollars (\$150.00).

2. Three (3) member Administrative Hearing Boards will hear all other disciplinary action recommendations where the potential punitive action may exceed those of one (1) member boards. In addition, the composition of this hearing board will include a Chair selected at the discretion of the County (except the selection will not be from a person assigned to OPLRA); a Sergeant/Lieutenant drawn by lot by the accused Officer, or in the case where a Unit III Officer is the accused Officer, an officer of higher rank than the accused Officer drawn by lot; and an Officer of equal rank drawn by lot by the accused Officer. The Department shall have no right to challenge the selection of the Sergeant/Lieutenant or Officer of equal rank, unless the officer selected meets the following criteria:

Member of the PGCOA Executive Board;

Union Shop Steward who has been involved in the representation of the accused Officer;

Family Member - as defined by Article 38 (Bereavement) of the PGCOA contract;

Domestic Partner-Domestic partnership is an interpersonal relationship between two individuals who live together and share a common domestic life but are not married.

The program utilized for the lot process shall be subject to review by the Labor-Management committee at least twice annually.

3. An official record, including testimony and exhibits, shall be kept of the hearing.

4. Both the Department and the officer shall be given ample opportunity to present evidence and argument with respect to the charges and specifications, with the Department having the burden of proof. Both may be represented by counsel.

5. Evidence which possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs shall be admissible and shall be given probative effect. The Hearing Board conducting the hearing shall give effect to the rules of privilege recognized by law, and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence. All records and documents which any party desires to use shall be offered and made a part of the record. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

6. The Department and the officer shall have the right of cross-examination of the witnesses who testify, and may submit rebuttal evidence.

7. A Hearing Board may utilize its experience, technical competence, and specialized knowledge in the evaluation of the evidence presented.

8. The Chair of the Hearing Board shall have the power to administer oaths or affirmations and to request on behalf of either party or on its own behalf the attendance and testimony of witnesses, and the production of books, papers, records, and documents as may be relevant or necessary. Upon failure to comply with such requests made on behalf of the Board itself, the Board may enforce its requests through the County Council by issuance of a subpoena. Parties seeking to enforce their requests shall do so by requesting the County Council to issue subpoenas.

9. The decision of the Hearing Board shall be in writing and shall be accompanied by findings of fact. The findings consist of a concise statement upon each issue in the case. A finding of guilty should be based on a preponderance of evidence. A finding of not guilty terminates the action. If a finding of guilt is made, the Hearing Board shall reconvene the hearing, receive relevant information as factors before making its recommendations to the Director. A copy of the decision and accompanying findings and conclusions, along with written recommendations for action, shall be delivered promptly to the officer, his/her attorney, PGCOA, and the Director.

10. When the Department is recommending a decision as to determine an appropriate sanction an Officer should receive for any sustained charges, the Department should not take into account any prior expunged charges against the officer after three (3) calendar years.

11. The written recommendations as to punishment are not binding upon the Director. Within twenty-one (21) calendar days of the hearing, the Director shall review the findings, conclusions and recommendations of the Hearing Board, consider the officer's past job performance and other factors as described in Section 16-195 of the County Personnel Law, and issue final disciplinary action. Before the Director may increase the recommended penalty of the Hearing Board, he/she personally shall review the entire record of the Hearing Board proceedings, shall permit the officer to be heard, and shall state the reason for increasing the recommended penalty.

12. If the final penalty is suspension, the officer shall be eligible to work, including overtime, on any day prior to or following the day(s) of suspension.

H. A Department of Corrections Policy and Procedure will be developed outlining in detail the

operation and functions of the Administrative Hearing Board process.

I. The development of any subsequent changes of this Policy and Procedure will be accomplished through the Labor-Management Committee with approval by the Director, Department of Corrections.

J. In addition to the foregoing, PGCOA and its designated counsel shall receive an informational copy of any disciplinary notice given to an employee covered by this Agreement, but in no event are the notices subject to the Grievance Procedure contained in Article 15 of this Agreement.

K. The Employer and the officer, or the officer's representative, may mutually agree to extend any of the time limits contained in Article 16.

#### **ARTICLE 17 -- PERSONNEL LAW**

All policies, procedures and benefits not specifically modified by this Agreement shall be administered pursuant to the Prince George's County Personnel Law.

#### **ARTICLE 18 -- PERSONNEL FILES**

A. The Personnel Records policy for employees covered by this Agreement shall be administered in accordance with the Personnel Law with the following exception:

At the employee's written request (which request shall not be made part of the personnel file), records of discipline up to a three (3) day suspension, or its equivalent, will be removed from an employee's personnel file(s) fifteen (15) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the fifteen (15) month period. Written reprimands and written counseling (not to include written counseling done in conjunction with an officer's performance evaluation) will be removed from an employee's personnel files(s) twelve (12) months after the reprimand is issued so long as the employee has not been disciplined for a related offense during the twelve (12) month period. Records shall be removed from both County personnel files and Departmental personnel files.

B. The Department will issue an annual memorandum to remind employees who review or access personnel files of the requirements of the Personnel Law and Administrative Procedure 262 (Maintenance, Access, and Retention of Personnel Files). When the personnel file of an officer covered by this Agreement is reviewed or accessed by anyone other than the Director's Office and Internal Affairs, an access sheet in the officer's personnel file will be signed by the person who reviewed or accessed the file.

#### **ARTICLE 19 -- WORK HOURS**

- A. 1. The workweek is the seven (7) consecutive day period commencing with the first shift on Sunday and ending with the last shift on the following Saturday. The standard number of hours in a pay period shall be eighty (80) hours. Although employees covered by this Agreement may not be scheduled to work exactly eighty (80) hours in a given pay period, the number of regularly scheduled hours of work in a pay period for employees covered by this Agreement shall average eighty (80) hours a pay period during the course of the year. An employee shall not normally be scheduled to work more than five (5) consecutive days without a two (2) consecutive day break. Unless a schedule is proposed pursuant to paragraph C of this Article which would require employees covered by this Agreement in the Bureau of Security (except specialty units) to work a schedule different from the current schedule, all members of Unit Three will continue to work a schedule of five (5) eight (8) hour days with two (2) consecutive days off, at least one of which will be a Saturday or Sunday. A review of shift assignments will be conducted for members of Unit Three at least yearly in accordance with Article 10 during the yearly bid process.
2. Unless a schedule is proposed pursuant to paragraph C of this Article which would require employees covered by this Agreement in the Bureau of Security (except specialty units) to work a schedule different from the current schedule, all members of Unit Two will work a schedule of five (5) eight (8) hour days with two (2) consecutive days off.
- B. The scheduled workday shall be inclusive of mealtime. In accordance with current practice, the meal provided at no cost to the employees covered by this Agreement shall not be included as a part of the wage paid to any employee. Effective July 1, 2018 employees at the Regional Processing Center including the Regional Sergeants and the outside detail officers shall receive a four hundred and fifty dollar (\$450.00) allowance per year for meal per diem. Effective July 1, 2019 the meal per diem per year will be increased to five hundred dollars (\$500.00). This allowance will be paid with the annual uniform allowance. Unless otherwise noted, this sum is not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions, or retirement or insurance benefits.
- C. The Department may require employees covered by this Agreement assigned to the Bureau of Security to attend roll call fifteen (15) minutes and Units II and III may be required to report thirty (30) minutes prior to the commencement of their shift. For each day of attendance, employees will receive credit to their compensatory leave accounts at the rate of time and one-half or pay at straight time at the option of the County. Employees will be permitted to schedule in advance at a mutually acceptable time one (1) day of compensatory or annual leave in conjunction with one of their scheduled two (2) day breaks during a regular six (6) week schedule period. An officer attending mandatory training and/or court appearance will not lose his/her shift differential.
- D. The parties recognize that the County has the right to implement alternative shift plans, including rotating shifts, for employees covered by this Agreement, provided, however, that in the event Management implements rotating shifts, changes in rotation will occur no more frequently than every eight (8) weeks. The County will provide the Association with at least twenty (20) working days' notice before implementing a permanent change in shift plans, including pilot programs. The parties may place the matter on the agenda of the Labor-Management Committee for expedited discussions.

E. In determining shift assignments, the Department will take into account the shift preference of officers and, where officers express the same preference, attempt to resolve scheduling on the basis of seniority in accordance with paragraph C of Article 10 (Seniority). The parties also understand and agree that, except as otherwise provided by this Agreement, decisions concerning shift assignments and scheduling rest solely with management and that these decisions are nonappealable through the grievance procedure.

A major bid for members of Unit One and Unit Two will be conducted yearly. A mini bid will be conducted yearly as needed for posts vacated due to attrition or reassignment.

## **ARTICLE 20 -- MANDATORY OVERTIME AND OVERTIME ASSIGNMENT**

A. The parties recognize and understand that the County has the right to require employees covered by this Agreement to work overtime and that overtime work should first be covered by volunteers and then through the evenhanded assignment of mandatory overtime. Accordingly, the parties agree to the following guidelines for the assignment of overtime work:

1. The Department will maintain voluntary and mandatory overtime rosters by seniority. The mandatory rosters will be posted or read during roll calls before each shift so that officers will know where they stand vis-a-vis overtime.

2. The Department will first try to cover its overtime work from the voluntary overtime roster. The volunteer roster will be made accessible to volunteers to sign up for overtime. Work will be offered in seniority order to the most senior employee first. In the event someone is relieved of overtime, it will be in reverse seniority except when an officer is not qualified to assume the position of a junior officer, and in cases where exchanging post assignments would create potential problems. During special events and at the Fed-Ex Field where the County is the Employer, voluntary overtime will be available based on seniority as described above. Only correctional officers certified to process inmates will be eligible for such events.

3. If sufficient volunteers are not available for overtime work, the Department will make overtime assignments from the mandatory overtime roster. Mandatory overtime shall be assigned on a rotating basis by seniority with the junior employees first on the list. An officer who works a minimum of thirty (30) minutes mandatory overtime shall be considered as fulfilling his/her mandatory overtime obligation. Mandatory overtime will not be assigned to an officer if the officer is scheduled for approved leave or break the following day. In the event someone is relieved of mandatory overtime, the last person held will be the first person to be relieved.

4. When assigning overtime work (both voluntary and mandatory) the Department will make reasonable efforts to accommodate the post preferences of employees by seniority order but it is not required, under this provision, to accommodate employee desires to work assigned posts which have been designated by the Director as permanent. The Department will notify the Association within thirty (30) days after enactment of this contract as to which posts are permanent and will also provide the Association with notice of any changes in designation.

5. When scheduling overtime work, the County will make reasonable efforts to provide employees with as much advance notice as permitted under the circumstances.

6. Except in a case of emergency, as determined by the Director or Deputy Director, no employee will be permitted or required:

- a. To work more than sixteen (16) consecutive hours; or,
- b. To work two (2) consecutive days of sixteen (16) consecutive hours.

B. It is the joint intention of the parties to keep the amount of overtime worked by employees covered by this Agreement to a minimum. Accordingly, the Department agrees to consider its overtime work experience in determining its manpower needs, and PGCOA and its members agree to help minimize the amount of overtime worked through such measures as carefully following all procedures for leave approval and avoiding the use of leave when it is not necessary (for example, scheduling doctors' and dentists' appointments on off-duty hours).

Members of Unit Three shall be allowed to work voluntary overtime in accordance with the established seniority roster. Unit Three members may be limited in overtime assignments to supervisory positions (Zone Commander, Operations and Inspector Lieutenant, etc.).

ERT and the Regional Processing officers will be on a separate Mandatory Roster for these units and that roster shall be updated by the appropriate shifts. The Mandatory overtime will be conducted in the same manner according to this article of the contract.

## **ARTICLE 21 -- SAFETY AND HEALTH**

A. Cooperation. The County and PGCOA agree to cooperate to the fullest extent in the promotion of safety and health. Either the County or PGCOA may place safety and health issues on the agenda of the Labor-Management Committee of Article 34.

B. Safety Team. There shall be a Safety Team Leader and two (2) alternate Safety Team members per shift, as selected by the Safety Team Coordinator, with coordination through the Shift Commanders. Safety Team members will be qualified fire and safety officers to assist in maintaining a fire safety and hazard free environment for staff and inmates. A Safety Team member will conduct a weekly inspection on all shifts at all Departmental facilities, noting deficiencies, and will prepare a weekly summary for review by the Safety Team Coordinator. The Safety Team Leader and the two (2) alternates will receive eight (8) hours of training annually.

C. Treatment of Injuries. The County agrees to pursue the establishment of a standardized procedure with the area hospital facilities, in compliance with MOSH regulations, that would give immediate attention to County Correctional Center personnel who are injured on the job or who suspect exposure to an airborne or highly infectious and contagious disease on the job. Nothing herein shall reduce benefits or coverage under Workers' Compensation laws or regulations. This procedure shall be given to PGCOA.

1. Following any major incident, for the health and welfare of involved officers, immediate referrals can be made by the on-duty shift commander to EAP for evaluation of those needing immediate counseling.

2. A critical incident critique will be conducted as soon as reasonably possible after any major incident. The PGCOA President or designee will be included in the initial critique.

3. Following the critique, an EAP counselor will be given all factual information related to the incident, so that follow-up referrals or counseling can be facilitated.

4. Additionally, following the critique, recommendations can be made relative to operational changes or improvements that will enhance officer safety as well as departmental effectiveness. Such recommendations regarding officer safety will be addressed by the Director within sixty (60) days.

5. Firearms Instructors and Armorers will receive a yearly blood test in conjunction with their annual Performance Appraisal to determine their lead level content is within acceptable medical levels.

D. Emergency Equipment. The County will provide to each housing unit two (2) types of alarm devices: a radio equipped with an emergency alarm switch or button and a Personal Alarm Transmitter (PAT). Alarm devices offer means by which the Central Control Officer may dispatch immediate assistance in the event of an incident or disturbance which threatens the safety and security of staff or inmates. Officers are responsible for knowing and following the Department's procedures with regard to this equipment. The radio alarms will be checked for proper operation every twenty-four (24) hours.

1. The County will maintain the Personal Alarm Transmitter (PAT) in proper working order and will ensure that the radios receive, transmit and function from all areas inside and around the outside of the facility.

2. The County will also supply each housing unit with a back-up battery and battery charger. Malfunctioning radios, battery chargers and batteries will be repaired so they are in good working order or replaced within thirty (30) minutes of notification of their defective condition.

3. Pursuant to departmental procedures, in addition to the required visits per shift to each housing unit, the Zone Commander shall provide regular radio checks to the officer in each housing unit. If the officer in the housing unit does not respond immediately to the radio check, a floor officer or sergeant shall be designated to respond immediately to that housing unit to verify the welfare and safety of the officer. If the floor officer or sergeant is unable to verify the safety of the officer, a Signal 13 (Officer in Trouble) Emergency shall be declared.

4. The County will select and provide a total of six (6) Automated External Defibrillator's, Riot Shields, Riot Helmets, and a K-9 Bite Suit.

5. All equipment will be maintained and replaced pursuant to established standards (normal

wear and or expiration pursuant to applicable Law Enforcement/Industry standards).

E. Emergency Response Procedure and Drills. The County will maintain procedures to provide immediate response to staff and inmates whose safety or security may be threatened. Each officer will be provided a copy of these procedures and will be responsible for knowing them and for carrying them out when required.

1. The objective of the Emergency Response Procedure is to provide that at least five (5) officers -- with available ERT officers as primary responding officers -- respond within sixty (60) seconds to each of two (2) simultaneous Signal 13 (Officer in Trouble) Emergencies in two (2) housing units in the same pod. The Department and PGCOA pledge their cooperation to achieve this objective.

2. Emergency drills will be conducted (including fire drills) on each shift at least once a week. Following each drill, a summary evaluation of the drill indicating the time and location of the test, the officers responding, the time it took to complete the drill, the objectives of the drill and whether the objectives were met, will be made, and copies of these summary evaluations will be furnished to PGCOA. Signal 13 Emergency drills shall be conducted at least three (3) times per month, per shift.

3. The Administrator of Security and the PGCOA President or designee shall coordinate in the timing, the execution and the summary evaluation of at least one (1) Signal 13 Emergency drill per shift, per month.

4. In the event that the Signal 13 objective is not accomplished on two (2) consecutive or two (2) out of any three (3) drills per shift, the safety officer and PGCOA shall each provide the other a written opinion as to the reasons for the drill failure within three (3) days of the last drill. The Labor-Management Committee will then meet in special session within three (3) days of the reports to discuss and implement immediate corrective measures.

## **ARTICLE 22 -- WAGES**

### **A. Cost of Living Adjustments (COLA).**

Employees covered by this Agreement will receive the following COLAs during the term of this Agreement.

Employees will receive a two percent (2%) increase to their base wages effective the first full pay period in January 2019.

Employees will receive a two percent (2%) increase to their base wages effective the first full pay period in January 2020.

### **B. Merit Increases.**

Effective July 1, 2018, employees who are eligible to receive merit increases will receive them on their anniversary date in FY 2019.

Effective July 1, 2019, employees who are eligible to receive merit increases will receive them on their anniversary date in FY 2020.

C. Wage Scale for Correctional Officers. The parties agree to the administration of the Correctional Officer Wage Scale (the "D" scale) and the modifications thereto as described below and in Attachment A, attached hereto:

1. Effective June 30, 2001, Master Corporals and Master Sergeants will receive a two percent (2%) increase in base pay. Effective July 1, 2005, a Corporal or Sergeant who becomes a Master Corporal or Master Sergeant, as described above, will receive a two percent (2%) increase in their base rate of pay and move to Grade D-24 (Master Corporal) or Grade D-26 (Master Sergeant) as applicable. Current Master Corporals and Master Sergeants will also be moved on said date to Grade D-24 or Grade D-26 as applicable.

2. Effective July 1, 2001 any member of Unit Three (Correctional Officer Lieutenant), will receive a two percent (2%) increase to base pay upon the completion of their tenth (10th) year in grade.

3. Employees covered by this Agreement and hired before July 1, 2001 will keep the anniversary dates that they held on July 1, 2001 for as long as they are continuously employed. Employees hired on or after July 1, 2001 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Employees hired (promotion, demotion, transfer, new hire) on or after July 1, 2003, will have as their anniversary dates the dates of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

4. Effective July 1, 2005 the minimum and maximum rates will be increased by two and one-half percent (2 1/2%). On July 1, 2006, the minimum and maximum rates will be increased again by two and one-half percent (2 1/2%).

5. Effective July 1, 2005, each employee will receive a wage scale adjustment increase of two and one-half percent (2 1/2%). On July 1, 2006, each employee will receive another wage scale adjustment increase of two and one-half percent (2 1/2%).

6. Effective July 1, 2008, the maximum rates will be increased by three and one-half percent (3 1/2%). Increases will be applied effective with the employee's anniversary date falling within FY09 (i.e., July 1, 2008 through June 30, 2009).

7. The minimum and maximum rates will be increased in accordance with the COLAs for Fiscal Years 2014 and 2015 set forth in Section A of this Article (Article 22--Wages). Effective the first full pay period following the passage of the legislation enacting this provision, the maximum rates will be increased by an additional three and one-half percent (3 1/2%).

8. The minimum and maximum rates will be increased in accordance with the COLA for Fiscal Year 2018, as set forth in Section A of this Article (Article 22 Wages). In addition, effective July 1, 2017, the maximum rates will be increased by three and one-half percent (3 ½%).

9. The minimum and maximum rates will be increased in accordance with the COLAs for Fiscal Years 2019 and 2020, as set forth in Section A of this Article (Article 22 - Wages). In addition, effective July 1, 2018, the maximum rates will be increased by three and one-half percent (3 ½%).

10. The parties shall incorporate the Master Lieutenant Program into the contract and the pay scales.

### **ARTICLE 23 -- HEALTH AND LIFE INSURANCE COVERAGE**

A. During Calendar Year 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective January 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider health insurance plan. Participating employees shall contribute the remaining thirty percent (30%) of the premium.

B. During Calendar Year 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two percent (22%). Effective January 2018, the County shall contribute seventy five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO). Participating employees shall contribute the remaining twenty-five percent (25%) of the premium.

C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

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

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

Paragraph B above.

F. During Calendar Year 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee and retiree (who retire on or after July 1, 1996) who elect to participate in either program. The participating employee/retiree shall contribute the remaining twelve percent (12%). However, the parties expressly understand and agree that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining. Effective January 2018, the County shall contribute eighty five percent (85%) of the County's deductible prescription drug and vision care programs. Participating employees shall contribute the remaining fifteen percent (15%) of the premium. Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

Participating retirees, defined as any officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph F above.

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

H. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

I. Employees may contribute up to the maximum IRS allowed amount in a dependent flexible spending account and up to the maximum IRS allowed amount in a medical flexible spending account.

J. Life Insurance. 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 may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

K. Accidental Death Insurance. Effective July 1, 2001, the accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000.00) to the designated beneficiary of an employee whose death results from an accident on or off the job.

L. Life Insurance for Retirees. For Correctional Officers who retire on or after July 1, 1999, the County-provided life insurance benefits of up to one hundred thousand dollars (\$100,000.00) will not be reduced until the retiree attains age sixty (60). At that time the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the life insurance benefit by fifteen percent (15%) on

the first day of the calendar month or next following the date of the retiree's attainment of age sixty (60). On each of the next four (4) anniversaries, the retiree's insurance will be reduced by the same dollar amount. However, the parties expressly understand and agree that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

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

## **ARTICLE 24 -- UNIFORMS AND PHYSICAL CONDITIONING**

A. In order to foster the professional image of Prince George's County Correctional Officers, employees covered by this Agreement shall report for duty in uniforms that are clean and neat in appearance. New employees shall receive an original uniform issue (except shoes). The original uniform issue shall consist of:

3	Long sleeve shirts
3	Short sleeve shirts
6	Pair uniform pants
1	Belt
1	Jacket with lining
1	Winter hat
1	Necktie
1	Tie clasp
1	Pair handcuffs
1	Handcuff holder
1	Radio holder
2	Badges
2	Name tags
1	Dress blouse
1	Glove pouch
1	Dress hat and hat badge

For K9/ERT:

5	BDUs
1	Disposable CPR Mask

For Regional Processing:

5	Blue Utility Uniforms
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Disposable CPR Masks will be placed in each first-aid kit and each regional processing site.

Effective September 1, 2011, all non-weapons post officers will be provided a stab vest. The County will provide a ballistic stab vest for each officer assigned to the Regional Processing Center, K-9, ERT, Reception and Transport officers. These vests may be purchased as necessary for new issue or replacement due to established standards (normal wear and or expiration pursuant to applicable Law Enforcement/ Industry standards). All officers will be required to wear the issued vest while on duty.

Employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, during Fiscal Year 2019, the County will provide one thousand three hundred fifty dollars (\$1,350.00) to be paid in two equal payments (one in July and one in January) to each unit member for the procurement, care and upkeep of the uniforms. For Fiscal Year 2020, the uniform allowance will be one thousand four hundred dollars (\$1,400.00) to be paid in two equal payments (one in July and one in January). Unless otherwise noted, this allowance will be paid in July of each fiscal year and is not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions, or retirement or insurance benefits. Uniforms damaged in the line of duty will be replaced in accordance with Departmental policy.

## **ARTICLE 25 -- OVERTIME COMPENSATION**

- A. Full-time employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their base hourly rate of pay for all hours worked at the direction of the County in excess of their regularly scheduled work hours. For purposes of this section, hours worked shall include any paid leave hours during a pay period.
- B. Overtime will be paid in fifteen (15) minute increments for each quarter (1/4) hour in which the employee works more than five (5) minutes with the exception of the quarter (1/4) hour following shift change, where the quarter (1/4) hour will be paid if the employee works more than ten (10) minutes.
- C. In addition, any employee who works overtime immediately before or immediately following his/her regular shift shall be compensated by an extra one-half (1/2) hour at the overtime rate for each increment of four (4) overtime hours worked.
- D. At the option of the employee and with the approval of the County, an employee may elect to receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked. For purposes of this provision and other compensatory leave provisions of this Agreement, compensatory leave may be scheduled at mutually agreeable times but shall not be forfeited if not used.
- E. There shall be no pyramiding of overtime or other premium rates (i.e. shift differential); that is, only one (1) overtime or premium rate will be paid for the same hours worked.

## **ARTICLE 26 -- SHIFT DIFFERENTIAL**

A. Effective the first full pay period beginning January 2019, a shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid for all time worked on the first shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) and on the third shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee who works those shifts.

B. The shift differential provided herein is not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions, or retirement or insurance benefits.

## **ARTICLE 27 -- COURT TIME COMPENSATION**

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 the overtime rate.

## **ARTICLE 28 -- CALL BACK PAY**

A. An employee who is called back to work from off-duty by the County to perform operational duties and does in fact report during his/her off-duty hours shall be paid a minimum of three (3) hours at the applicable overtime rate of pay or five (5) hours of compensatory time, at the employee's discretion. This provision shall not apply to administrative hearings or disciplinary procedures, except as provided otherwise in the following paragraph. However, Management will attempt to schedule such hearings and/or procedures during the duty hours of the employee or at a mutually agreeable time.

When an officer is required by the Department to appear as a witness on behalf of the Department at an administrative hearing or disciplinary proceeding, including a trial board, the Department, where feasible, will adjust the officer's work schedule to permit the officer to appear during scheduled work hours. Where that is not feasible, the officer will be compensated in compensatory leave at the time and one-half (1 1/2) rate for the time the officer is required by the Department to appear. When the Department requires an officer to attend an administrative hearing or disciplinary proceeding, including a trial board during off duty hours as a witness on behalf of the charged officer, the witness will receive compensatory leave at the straight time rate for the time he is required to attend the trial board.

## **ARTICLE 29 -- HOLIDAY OBSERVANCE AND PAY**

A. County holidays listed in Section 16-219 of the Personnel Law shall be observed by employees covered by this Agreement on the dates designated by the County Executive, except as follows:

1. The Friday after Thanksgiving (Employee Appreciation Day) will also be recognized and observed as a holiday for the employees covered by this Agreement.

2. Employees covered by this Agreement who are assigned to the Bureau of Security shall observe the following holidays on their traditional dates of observance listed below:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	January 15
Washington's Birthday	February 22
Correctional Officer Memorial Day	1st Sunday in May
Independence Day	July 4
Columbus Day	October 12
Veterans Day	November 11
Christmas Day	December 25

B. When an employee's regularly scheduled day off coincides with the day of holiday observance, the employee shall receive compensatory leave, hour for hour.

C. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled work day shall be paid for all hours actually worked on the holiday at the rate of two (2) times his/her base hourly rate of pay. Any overtime hours worked on a holiday shall be paid at the applicable overtime rate.

D. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled day off shall be paid for all hours worked at the overtime rate. In addition, the employee shall receive another day off.

E. For officers who work on Correctional Officer Memorial Day, the officer may elect to receive one and one-half (1 1/2) times the officer's base rate of pay plus one-half (1/2) of the number of hours in the officer's normal daily work schedule in annual leave or to receive straight time for hours worked plus compensatory leave at the straight time rate for hours worked plus annual leave for one-half (1/2) of the number of hours worked. When the employee's regularly scheduled day off coincides with the day Correctional Officer Memorial Day is observed, the employee shall be given another day off in compensatory leave.

### **ARTICLE 30 -- ACTING PAY**

A. When an employee is assigned by Management to work on a continuous basis in an acting capacity involving supervisory responsibility above their rank for a period greater than four (4) consecutive working days, he/she shall be paid at ten percent (10%) above the employee's current salary or the minimum necessary to place the employee at the entry level rate immediately above his/her rank, whichever is greater, and shall continue to be paid at that rate until relieved.

B. When any Sergeant, Lieutenant or Captain in the Bureau of Security is absent from work, the Department will assign where feasible an officer of equal rank to that capacity. If that is not feasible the Department will assign an officer of lower rank to act in that capacity. When an employee acts as a Sergeant, Lieutenant or Captain in the Bureau of Security for more than a total of eight (8) days in any two (2) consecutive pay periods, he/she shall be paid for all subsequent hours worked in such a capacity at a rate of pay which is equivalent to a two (2) step increase or

the minimum necessary to place the employee at the entry level of the supervisory level immediately above his/her rank. The officer shall receive acting pay for the hours worked in such a capacity until the officer has not been assigned to replace a Sergeant, Lieutenant or Captain for a period of four (4) consecutive working days.

### **ARTICLE 31 -- TEC PAY**

A. Beginning the first full pay period of July 2017, all employees covered by this Agreement and permanently assigned to duties as canine officers, Honor Guard (increase is from \$0 to \$600), Fire Arms Instructors, regional processing officers, CISM team members and permanently assigned transport officers will receive an annual TEC supplement in the amount of six hundred dollars (\$600.00). Eligible employees may not receive a TEC supplement greater than six hundred dollars (\$600.00) pursuant to this provision except as noted below. For example, Fire Arms Instructors who are also assigned to Honor Guard will be limited to a TEC annual supplement of six hundred dollars (\$600.00). Effective the first full pay period in July 2018, officers permanently assigned to ERT will receive one thousand one hundred dollars (\$1,100.00) annually. Effective the first full pay period in July 2019, officers permanently assigned to ERT will receive one thousand two hundred dollars (\$1,200.00) annually.

B. Beginning in Fiscal Year 2019, all TEC pay will be paid bi-weekly in twenty-six (26) equal installments and is not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions, or retirement or insurance benefits.

C. Employees permanently assigned to bilingual (translation) duties will be eligible to receive eight hundred dollars (\$800.00) per year upon passing a language proficiency examination administered by the Foreign Service Institute (State Department). Beginning in Fiscal Year 2019, this sum will be paid bi-weekly in twenty-six (26) equal installments and is not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions, or retirement or insurance benefits.

### **ARTICLE 32 -- TRAINING**

A. Both the County and PGCOA recognize that training of Correctional Officers is necessary for the proper performance of their duties. Accordingly, the Department will provide its Correctional Officers with sufficient training that will enable them to meet or maintain the standards for certification mandated by the Maryland Correctional Training Commission.

#### **1. Field Training Officer (FTO) Compensation**

Employees covered by this Agreement who are assigned as Field Training Officers will receive forty (40) hours of compensatory time per academy class. In addition, a minimum of three (3) FTO Sergeants and one (1) FTO Lieutenant per shift will receive forty (40) hours of compensatory time per academy class.

#### **2. Regional Processing Field Training Officers**

Regional Processing Field Training Officers will receive forty (40) hours of compensatory time per each newly assigned trainee, not to exceed eighty (80) hours of compensatory time in a calendar year.

B. During their probationary period, Correctional Officers must complete the Department's new officer training program, including the minimum training required by the Maryland State Training Commission.

C. Weapons qualified Correctional Officers will be scheduled to attend annual training for firearms requalification during on-duty hours or will receive hour for hour compensatory leave if the officer attends on his/her own time for qualification or requalification.

D. Employees covered by this Agreement who are assigned as Training Instructors will receive one (1) hour of compensatory time for each class taught.

### **ARTICLE 33 -- P&P MANUAL**

Copies of the Policy and Procedures (P&P) Manual shall be made available for employees' use, and each Zone Commander and each regional processing site will have one. Each Manual will be kept up to date by the respective Shift Two Zone Commander and the respective Regional Processing Supervisor. The Department will provide PGCOA with two (2) copies of the P&P Manual.

### **ARTICLE 34 -- LABOR-MANAGEMENT COMMITTEE**

A. The Director of the Department of Corrections or their designee, and the President of the Prince George's Correctional Officers' Association or their designee, will select no more than five (5) employees each who shall participate on a Labor-Management Committee. Four (4) employees with at least one (1) employee from Bargaining Units One/Two/Three and one (1) additional employee will represent the TEC Employees for PGCOA. For the Department, there will be at least one (1) officer from each rank of Major and Captain as well as a minimum of one (1) employee to address civilian matters. The Committee will be co-chaired by the Director, or his/her designee, and the President of the PGCOA or his/her designee. The Committee may meet as issues arise so that they may be addressed in a timely manner or on the call of either co-chair, but not less than once every six weeks unless so agreed by the parties. The parties shall give each other seven (7) days advance written notice of items they wish to have placed on the agenda. Reasonable administrative leave will be granted to attend such meetings.

B. All operational issues should attempt to be resolved and/or a course of action suggested during these Committee meetings. If no resolution is possible, at that time, or other major issues need to be addressed, recommendations from the Labor-Management Committee will be forwarded to the Deputy Director, Bureau of Operations and the PGCOA President, if they did not initiate them or if they cannot resolve the issues of the Committee. They will both review and forward recommendations to the Director for consideration. The Director will respond within sixty (60) days.

## ARTICLE 35 -- ANNUAL LEAVE

A. Effective with the September 1, 2001 leave window period, the Department will make reasonable efforts to permit at least seven (7) employees from Unit One and two (2) employees from Unit Two per shift to be off on annual leave at any one time. During peak vacation periods, that is, from seven (7) days prior to Memorial Day through seven (7) days after Labor Day and seven (7) days prior to Thanksgiving through January 15, the Department will make reasonable efforts to permit at least ten (10) employees from Unit One and two (2) employees from Unit Two per shift to be off on annual leave at any one (1) time. Unit Two employees (Sergeants) will be allowed one additional person off on annual leave, that is for a total of three (3), on Tuesdays, Wednesdays, and Thursdays during peak and non-peak periods.

Notwithstanding the above, the Department and PGCOA agree that the Department will make reasonable efforts to permit five (5) persons from Unit Two to be off on annual leave per shift during peak vacation periods. The Department will also make reasonable efforts to permit four (4) persons from Unit Two to be off on annual leave per shift during non-peak periods.

B. In order to assist employees in planning their annual leave use, the Department will maintain and update a master schedule of approved leave for the next six (6) months. The Department will accept written requests for annual leave.

C. Submissions will be made between the first (1st) and the tenth (10th) day of the months of December, March, June, and September. Leave requests will be acted upon by the twentieth (20th) of the month. The June leave window submission period will be extended to January 15th.

D. An employee will not be entitled, based on seniority, to use more than a total of one hundred twenty (120) hours of annual leave during both peak periods combined, with no more than eighty (80) during any one leave period. Additional leave will be granted after the leave window submission period based on seniority, first-come, first-served basis.

E. The Department will make reasonable efforts to resolve pending annual leave requests on the basis of departmental seniority.

F. The parties also recognize and understand that the foregoing are guidelines to be followed in the approval of annual leave and that final decisions on annual leave rest solely with Management. The parties also recognize that there may be times when approved annual leave may be canceled because of the operational needs of the Correctional Center.

G. An employee whose vacation approval is canceled will be reimbursed by the Employer for the costs of any reservations he/she made after the approval of his/her vacation request provided that the employee provides adequate proof of the occurrence of such costs and such costs are non-refundable from the reservation agent, hotel, airline, etc. because of no error or omission on the part of the employee. Anyone whose leave is canceled will be permitted to select a replacement leave period in the next twelve (12) months. This selection will not reduce the otherwise available

leave slots.

H. This Article shall also govern the use and approval of compensatory leave.

I. Annual Leave Accumulation and Carryover

1. 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).

2. 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 1., above.

3. 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. Effective July 1, 2000, the Comprehensive Pension Plan will be modified to provide that new sick leave converted from annual leave, up to a combined total for each Correctional Officer of one thousand forty (1,040) hours of annual leave and new sick leave may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit. *[See also Section 8 of Article 43, below]*

**ARTICLE 36 -- SICK LEAVE**

A. Sick Leave Use. Use of sick leave shall be governed in accordance with the Personnel Law and the County's Administrative Procedure with the following exception:

Requests for sick leave because of illness which incapacitates the employee must be made as far in advance as possible, but, under normal conditions, not later than two (2) hours before the scheduled starting time of the employee's work shift.

B. Documentation. The County may require proof of the reason for which sick leave was taken when the County has reasonable cause to believe that an employee may be abusing sick leave privileges. For the purposes of this Agreement, reasonable cause shall be defined as:

1. The employee is under a sick leave letter;

2. An established, documented pattern that shows leave abuse is apparent, that is, habitual sick leave absences on the employee's Mondays, Fridays, or immediately before or after the employee is scheduled for approved leave, and/or the days immediately before and/or after the holidays; or

3. When credible information is obtained or developed by the on-duty supervisor that the employee is misusing or abusing sick leave, for example, a situation where sick leave is utilized on a day when annual leave or compensatory time was requested and denied with reason; employee calls in sick and supervisor contact is negative, for the duration of the employee's shift.

C. Family Medical Leave Act (FMLA)

Employees covered by this Agreement are entitled to FMLA as provided in the County Personnel Law.

**ARTICLE 37 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION**

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

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

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

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

a. Upon separation from employment, employees who have elected to participate in the new comprehensive pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR for up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater.

b. Any remaining amount would be applied toward retirement credit in the comprehensive plan up to the maximum benefit allowed under the plan.

B. Upon separation from employment, employees who have elected to remain with the Maryland State Retirement Systems (MSRS) and the County Supplemental Plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR 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 if such conversion is permissible pursuant to the Annotated Code of Maryland.

C. Upon separation from employment for non-disciplinary reasons, eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year 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 the date of separation, but not to exceed the highest rate of pay of a correctional officer lieutenant in January 2001 -- that is, \$32.6534 per hour. However, if a Correctional Officer with less than twenty (20) years of actual service terminates employment

as a result of death or disability, he/she shall receive a fifty percent (50%) cash out of unused accumulated sick leave as of the end of the 1996 leave year.

D. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan.

E. Correctional Officers whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph C above.

F. For individuals who chose to remain in the MSRS plan and the County Supplemental 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 if such conversion purchase is permissible pursuant to the Annotated Code of Maryland.

G. 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.

#### **ARTICLE 38 -- BEREAVEMENT LEAVE**

Bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first twenty-four (24) hours of bereavement leave taken upon the death of a family member will be administrative leave rather than sick leave. The term "family" shall include the employee's spouse, child (including biological, adopted, foster, step-child, or legal ward), parent, parent-in-law, grandparent, grandchild, brother or sister.

#### **ARTICLE 39 -- DISABILITY LEAVE**

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

## **ARTICLE 40 -- PERSONAL LEAVE**

Beginning in the 2002 leave year, thirty-two (32) hours of paid personal leave per leave year -- including the four (4) hours granted in lieu of the former General Election Day holiday -- shall be granted to each employee eligible for annual leave. The personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

## **ARTICLE 41 -- ADDITIONAL LEAVE PROVISION**

A. When the County Executive closes the County offices for an entire day or any portion thereof, 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, employees who work the 3:00 p.m. to 11:00 p.m. shift and the 11:00 p.m. to 7 a.m. shift shall be granted the same number of compensatory leave hours (not to exceed eight (8) hours per employee per twenty-four (24) hour period) as were granted in administrative leave to nonessential County employees. The 7:00 a.m. to 3:00 p.m. shift shall be granted compensatory time, hour for hour, from the time of closing to 3:00 p.m. For purposes of this Article, the County workday will be considered ended at 5:00 p.m.

B. If the employee is directed by the County to work any number of hours over and above the employee's regular 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 closing. Rather, the appropriate overtime rate, if any, shall apply to such hours.

C. Compensatory leave earned pursuant to this Article shall be used in accordance with the terms of this Agreement and applicable rules and regulations.

D. If the County declares a State of Emergency on the weekend, then employees covered by this agreement will receive hour for hour compensatory time for each hour worked.

## **ARTICLE 42 -- SUPPLEMENTAL RETIREMENT BENEFIT**

### **A. Section 1. Benefit Accrual and Amounts**

1. Effective July 1, 1990, employees covered by this Agreement shall commence participation in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program is determined as follows:

a. Benefit accrual is at the rate of six-tenths of one percent (0.6%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 5.

b. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is fifteen percent (15%) of the employee's average annual compensation, as determined pursuant to Section 5.

## B. Section 2. Vesting

### 1. Minimum Continuous Service Requirements

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

### 2. Vested Benefit

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

## C. Section 3. Benefit Payment

The benefit accrued by an employee under either Section 1 or Section 2, above, shall not be payable until the date on which the employee reaches twenty-five (25) years of actual and continuous service or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, or until the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County, whichever occurs later.

## D. Section 4. Funding

The cost of funding the supplemental retirement benefit described in this Article will be shared by the employee and the County through regular contributions each pay period. The County shall contribute seventy-five percent (75%) of the total cost of providing the employee's benefit, and the employee shall contribute, through payroll deduction, the remaining twenty-five percent (25%). In addition, effective July 1, 1995, the employee contribution for employees hired before July 1, 1995 will be increased by an amount equal to one percent (1%) of the employee's annual salary and the employer contribution will be decreased accordingly. Effective July 1, 1995, the contribution for employees hired on or after July 1, 1995 will be increased by an amount equal to two percent (2%) of the employee's annual salary, and the employer contribution will be decreased accordingly. Effective July 1, 1999, the contribution for all employees will be increased by one-half of one percent (1/2%) of the employee's annual salary, and the employer contribution will be decreased accordingly. The cost of funding the plan enhancement which takes effect on July 1, 2003, shall be shared by the employee and the County through regular contributions each pay period. The County shall contribute twenty-five percent (25%) of the total cost of providing this plan enhancement, and the employee shall contribute, through payroll deduction, the remaining seventy-five percent (75%).

## E. Section 5. Definitions

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

Actual Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in a Memorandum of Understanding of the twenty-fifth (25th) day of September, 1990.

2. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

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

4. Continuous Service means the most recent unbroken period of employment as a Correctional Officer for Prince George's County. Continuous Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in a Memorandum of Understanding of the twenty-fifth (25th) day of September, 1990.

F. Section 6. Hold Harmless Provisions For Supplemental Retirement and Leave Payout

1. Fiscal Year 1992 COLA. For any employee covered by this Agreement who retires after July 1, 1991, "Average Annual Compensation" as that term is defined in Section 5 (Definitions), above, will be calculated as if the employee had received the seven percent (7%) cost of living increase set forth under Article 22 (WAGES), paragraph C (Fiscal Year 1992) of the original Agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

2. Fiscal Year 1994 Merit. For any employee covered by this Agreement who retires after July 1, 1993, "Average Annual Compensation" as that term is defined in Section 5 (Definitions), above, will be calculated as if the employee had received any step increase the employee would otherwise have received during the first year of this Agreement but for the deferral of such step increase. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

G. Section 7. Supplemental Retirement Benefit Plan Modifications Effective June 30, 1993

1. Effective June 30, 1993, the benefit accrual rate in Section 1 above shall be increased from 0.6% to 0.8% per year for up to twenty-five (25) years of service for an increase in normal benefit from fifteen percent (15%) to twenty percent (20%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of twenty-five percent (25%).

2. Effective June 30, 1993, in order to be eligible to begin receiving his or her supplemental retirement benefit pursuant to this Article, an employee will no longer have to wait until the date on which the employee reaches twenty-five (25) years of actual and continuous service or the date on which the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County. Rather, effective on or after said date, an employee will have the option of receiving his or her retirement benefit accrued pursuant to Sections 1 and 2 as amended by Section 7.1 above, as of the date he or she reaches age sixty (60). This new eligibility rule will be an option for each employee, and an employee will continue to have the option of receiving his or her supplemental retirement benefit as of the date he or she satisfies the twenty-five (25) year service requirement identified in Section 3 above regardless of age.

H. Section 8. Supplemental Retirement Benefit Plan Modifications Effective January 1, 1999

Effective January 1, 1999, the benefit accrual rate in Section 7 above shall be increased from 0.8% to 1% per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty percent (20%) to twenty-five percent (25%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty percent (30%).

I. Section 9. Supplemental Retirement Benefit Plan Modifications Effective July 1, 1999

Effective July 1, 1999, the benefit accrual rate in Section 8 above shall be increased from 1% to 1.2% per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty-five percent (25%) to thirty percent (30%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty-five percent (35%).

J. Section 10. Supplemental Retirement Benefit Plan Modifications Effective July 1, 2003

Effective July 1, 2003, the benefit accrual rate in Section 9 above shall be increased from one and two-tenths percent (1.2%) to one and three-tenths percent (1.3%) per year for up to twenty-five (25) years of service for an increase in normal benefits from thirty percent (30%) to thirty-two and one-half percent (32.5%). Additional benefits may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) to one and twenty-five hundredths percent (1.25%) per year for a total maximum benefit increase from thirty-five percent (35%) to thirty-eight and three-quarters percent (38.75%).

K. Section 11. 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 Section 4 (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;

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.

#### L. Section 12. Plan Booklets

Within one hundred twenty (120) days of the effective date of the Council Bill to approve this Agreement, the Pension Plan document will be restated to include negotiated changes in the Pension Plan. The Plan document will be printed in booklet form and fifty (50) copies of the booklet will be made available to plan participants through PGCOA. The cost of printing this booklet will be borne by the County. New participants will be issued a copy of the Plan booklet by PGCOA.

### **ARTICLE 43 – COMPREHENSIVE RETIREMENT BENEFIT**

#### A. Section 1. Establishment of the Plan

1. Employees covered by this Agreement may elect to commence participation in the Comprehensive Correctional Officer Pension Plan (the Plan) (established by amending the Supplemental Retirement Benefit Plan) in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan described in Sections 1 through 12, above. The Plan is effective July 1, 1996. Establishment of the Plan is contingent on approval of the Plan by the County Council and the State and is also contingent on the transfer of the appropriate assets from the State Retirement/Pension Systems to the County.

2. The parties agree to establish a Pension Implementation Committee to monitor the progress in the implementation of the new Correctional Officer Pension Plan. The Committee will be comprised of equal members from the County and PGCOA (at least one member from each bargaining unit). The Committee will meet at least quarterly but more frequently if necessary.

#### B. Section 2. Benefit Accrual and Amounts

##### 1. Normal Benefit

(a) Normal Benefit accrual is at the rate of two percent (2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below. Additional benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-one percent (61%).

(b) Effective January 1, 1999, Normal Benefit accrual is at the rate of two and two-tenths percent (2.2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-six percent (66%).

(c) Effective July 1, 1999, Normal Benefit accrual is at the rate of two and forty-four hundredths percent (2.44%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-two and one-half (22 1/2) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years after twenty-two and one-half (22 1/2) through twenty-five (25) at the increased accrual rate of two percent (2%) per year for a normal retirement benefit of sixty percent (60%). Further benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of one and two-tenths (1.2%) per year. The maximum benefit payable is sixty-six percent (66%).

(d) Effective July 1, 2001, Normal Benefit accrual is at the rate of two and six tenths percent (2.6%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of fifty-two percent (52%). Additional benefit accrual may be earned for years after twenty (20) through twenty-five (25) at the increased accrual rate of two and eight tenths percent (2.8%) per year for a normal retirement benefit of sixty-six percent (66%). Further benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of one-percent (1%) per year. The maximum benefit payable is seventy-one percent (71%).

(e) Effective July 1, 2003, Normal benefit accrual is at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of sixty percent (60%). Additional benefit accrual may be earned after twenty (20) years through thirty (30) years at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is

eighty-five percent (85%).

(f) Effective July 1, 2013, for employees hired after July 1, 2008, normal benefit accrual is at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer for the first twenty (20) years of actual and continuous service, and at the rate of two and five-tenths percent (2.5%) per year for additional years of service up to twenty-five years of service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of seventy-two and five-tenths percent (72.5%) after twenty-five years of service. Additional benefit accrual may be earned after twenty-five (25) years through thirty (30) years at the rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is eighty-five percent (85%).

### C. Section 3. Disability Benefit

#### 1. Job Related

The benefit for a job-related disability is fifty percent (50%) of the employee's average annual compensation, as determined pursuant to Section 9 below. Effective June 30, 2001, the benefit for retirement resulting from a job-related disability will be sixty percent (60%).

#### 2. Non-Job Related

The benefit for a non-job-related disability is twenty-five percent (25%) of the employee's average annual compensation, as determined pursuant to Section 9 below. To be eligible for the benefit, the employee must have completed five (5) years of actual and continuous service as a Prince George's County Correctional Officer. Effective June 30, 2001, the benefit for retirement resulting from a non-job-related disability will be thirty percent (30%).

#### 3. Joint and Survivor Option

Employees who retire on a disability pension may elect a reduced joint and survivor pension.

### D. Section 4. Cost Of Living (COL) Increases

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

2. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in Section 4.3 below.

3. The permanent increase will be determined by actuarially calculating the lifetime benefit

that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to Section 4.1 above, provided:

(a) Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.

(b) The maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month.

(c) No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten-dollar (\$10.00) benefit increase.

(d) Effective January 31, 2014, the minimum increase provided shall be not less than thirty-five dollars (\$35.00) per month.

4. Any amount in the "post-retirement increase fund" described in Section 4.1 above, in excess of the amount necessary to fund the maximum permanent retirement increase described in Section 4.3.b. above, or less than an amount necessary to provide the minimum benefit described in Section 4.3.c. above, will be transferred (returned) to the general pension fund assets.

5. The phrase "actuarially calculating the lifetime benefit" in Section 4.3 above, means that the Plan's actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

6. The parties expressly understand and agree that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.

#### E. Section 5. Vesting

##### 1. Minimum Continuous Service Requirements

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

##### 2. Vested Benefit

An employee completing the minimum continuous service requirements of Section 5.1 above, shall be entitled to receive a monthly benefit as determined pursuant to Section 2.1 above.

#### F. Section 6. Benefit Payment

1. For employees hired on or before July 1, 2008, the benefit accrued by an employee under

either Section 2.1 or Section 5 above, shall not be payable until the latest of the following:

(a) the date on which the employee reaches either twenty (20) years of actual and continuous service or age fifty-five (55), whichever occurs earlier; or,

(b) the date on which the employee either reaches age fifty-five (55) or would have reached twenty (20) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, whichever occurs earlier; or,

(c) the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County.

2. For employees hired after July 1, 2008:

(a) the date on which the employee reaches either twenty-five (25) years of actual and continuous service or age fifty-five (55), whichever occurs earlier; or,

(b) the date on which the employee either reaches age fifty-five (55) or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, whichever occurs earlier; or,

(c) the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County.

G. Section 7. Funding

The cost of funding the Plan will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 2005 the contribution rate for employees hired before July 1, 1995 shall be twelve percent (12%) of the employee's annual salary. The contribution rate for employees hired on or after July 1, 1995 shall be thirteen percent (13%) of the employee's annual salary. The County shall contribute such amount as are actuarially determined to be necessary to provide for the benefits under the Plan.

H. Section 8. Purchase of Service with Accrued Leave

Effective July 1, 2001, the Comprehensive Pension Plan will be modified to provide for the purchase of additional months of creditable service after twenty (20) years of service with annual and sick leave (forty (40) hours of annual leave/eighty (80) hours of sick leave to purchase one (1) month of creditable service). *[See also paragraph 3. of Annual Leave Accumulation and Carryover in Article 35 (Annual Leave)]*

I. Section 9. Definitions

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

Actual Service shall also mean the service for employees covered by this Agreement

who are identified to have prior credited service as indicated in the Memorandum of Understanding executed between the parties pursuant to Article 42, Section 5.1 above.

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

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

4. Continuous Service means the most recent unbroken period of employment as a Correctional Officer for Prince George's County. Continuous Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in the Memorandum of Understanding executed between the parties pursuant to Article 42, Section 5.1 above.

J. Section 10. 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 Section 7 (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;

(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.

K. Section 11. Military Service Credit

1. For the purposes of this section, the definition of "service in the armed forces of the United States" shall be any full-time active or reserve military service in the armed forces or

reserve armed forces of the United States.

2. Following the date the legislation to approve this Agreement becomes effective, the comprehensive pension plan will be amended to permit officers to purchase up to two (2) years of military time to be credited after normal retirement at no cost to the Plan. However, military service credited under the State Systems will be credited as actual service toward normal retirement for comprehensive pension plan participants only if the military service was credited to the employee by the State System prior to the employee's transfer to the plan as of June 30, 1996.

3. Effective July 1, 2001, participants, who joined the Comprehensive Pension Plan before they were eligible to receive credit for up to five (5) years of military credit under the State Retirement and Pension System, will be eligible to receive credit toward normal retirement for up to three (3) years of military service (front end); and credit following normal retirement date may be purchased for up to two (2) years of military service (back end).

#### L. Section 12. Transfer to the Comprehensive Pension Plan

1. Following the date the legislation to approve this Agreement becomes effective, the County will extend its good faith efforts to petition the State to permit correctional officers who elected to remain in the State system another, one-time opportunity to opt out of the State system and to participate in the comprehensive pension plan provided that there is no cost to the County or to the comprehensive pension plan.

2. Further, the County will petition the State system that officers who transferred to the Comprehensive Pension Plan without having applied to the State system for military service credit for which they were already eligible be retroactively granted such credit by the State without additional cost to the County or to the Comprehensive Pension Plan. The County will make a similar request on behalf of officers who transferred to the Comprehensive Pension Plan on July 1, 1996 but who were not then eligible to apply for military service credit, provided such credit is granted by the State without additional cost to the County or to the Comprehensive Pension Plan.

#### M. Section 13. Heart Disease and Hypertension Presumption

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

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

#### N. Section 14. Pop-back of Benefits

Where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension

benefit predeceases the retiree, the retiree's benefit shall be increased ("pop-back") to the level it would have been had the joint and survivor option never been chosen.

O. Section 15. Retirement Beneficiary Designation

Upon separation due to retirement, all employees covered by this Agreement may choose any beneficiary of their choice.

P. Section 16. Contingent Annuitant

Upon receipt from the Internal Revenue Service of a favorable determination letter, the Pension Plan will be amended to allow a retiree who marries after retirement to reduce his or her retirement benefit and name the new spouse as a contingent annuitant provided there is no actuarial cost to the County and there is sufficient evidence of insurability.

Q. Section 17. Plan Booklets

Within one hundred twenty (120) days of the effective date of the Council Bill to approve this Agreement, the Pension Plan document will be restated to include negotiated changes in the Pension Plan. The Plan document will be printed in booklet form and three hundred fifty (350) copies of the booklet will be made available to plan participants through PGCOA. The cost of printing this booklet will be borne by the County. New participants will be issued a copy of the Plan booklet by PGCOA.

R. Section 18. Lateral Transfers

A lateral transfer formula will be developed for lateral transfers between the Corrections Department and the Sheriff's Department.

S. Hold Harmless

For any employee covered by this Agreement who retires during the term of this Agreement, "Average Annual Compensation" as that term is defined in Article 42, Section 9.2 (Definitions), above, will be calculated as if the employee had received the merit increase in FY 2017.

## **ARTICLE 44 -- ENTIRE UNDERSTANDING**

A. Any agreement made by the parties may be amended only by written agreement signed by the parties.

B. Within ninety (90) days following the effective date of the Council Bill to approve this Agreement, the Contract Document will be printed in booklet form and five hundred (500) copies of the booklet will be made available to members covered by this Agreement through the PGCOA. The cost of printing this booklet will be borne by the County.

**ARTICLE 45 -- SAVINGS AND SEPARABILITY**

It is not the intention of either the County or PGCOA to violate any laws by the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. The County and PGCOA agree that, if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will enter into negotiations promptly concerning the substance affected by such decision for the purpose of achieving conformity with the terms of any applicable law and the intent of the parties hereto.

**ARTICLE 46 -- DURATION AND REOPENER**

- A. This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020.
- B. This Agreement shall be automatically renewed from year to year after June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019 (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.

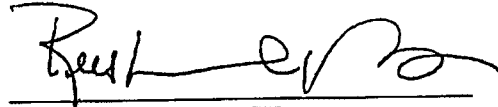
Signed this 1 day of September, 2018, in Largo, Prince George's County, Maryland.

FOR THE PRINCE GEORGE'S  
CORRECTIONAL OFFICERS'  
ASSOCIATION, INC.

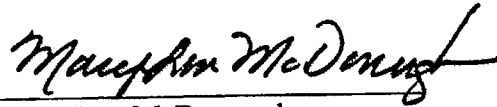


Tammie Owens  
President

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND



Rushern L. Baker, III  
County Executive



Mary Lou McDonough  
Department of Corrections

## ATTACHMENT A – MIN-MAX SYSTEM

### MIN-MAX System:

The MIN-MAX system in effect for all members of the bargaining unit on June 30, 2003 has been replaced by the following modified "MIN-MAX" system on July 1, 2003.

A. Base Pay Rates. The base pay rates for the ranks of Correctional Officer (D21), Correctional Officer First Class (D22), Correctional Officer Corporal (D23), Master Corporal (D24), Correctional Officer Sergeant (D25), Master Sergeant (D26) and Correctional Officer Lieutenant (D27) are set forth in the Scheduled Pay Rates effective on the first full pay period beginning on or after July 1, 2007 and thereafter, which can be found in Attachment B:

B. Merit Increases. Effective July 1, 2003, Merit Steps will have the value of three percent (3%). Effective July 1, 2005, Merit Steps will have the value of three and one-half percent (3 1/2%).

1. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is one percent (1%) or less from the applicable maximum rate, the employee will have his/her salary rate adjusted to the applicable maximum rate.

2. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three percent (3%) from the applicable maximum rate, the employee, upon the satisfactory completion of one (1) additional year service, will have his/her salary rate adjusted to the applicable maximum rate.

C. Steps for the purpose of promotions, demotions, discipline, and reallocations shall be at the rate of five percent (5%) and shall be governed by the Personnel Law.

D. Anniversary Dates. Employees covered by this Agreement and hired before July 1, 2001, will keep the anniversary dates that they held on July 1, 2001 for as long as they are continuously employed. Employees hired on or after July 1, 2001, will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Employees hired (promotion, demotion, transfer, new hire) on or after July 1, 2003, will have as their anniversary dates the dates of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

### E. CORRECTIONAL OFFICER PROMOTION PROCESS

The Program covers promotions to the rank of Corporal. The current rank designations are Correctional Officer Private, Correctional Officer Private First Class and Corporal.

1. (a) Except as provided in subparagraph (c) below, Correctional Officers Privates hired on or after July 1, 2001, will have a twelve (12) month probationary period from the date of graduation from the academy with test against standard to advance to Correctional Officer Private

First Class (not dual allocation).

(b) Correctional Officers Privates hired on or after July 1, 2013, will have an eighteen (18) month probationary period from the date of graduation from the academy to advance to Correctional Officer Private First Class (dual allocation). A Correctional Officer Private must have at least a satisfactory performance evaluation at the end of their probationary period in order to advance to Correctional Officer Private First Class.

(c) Correctional Officer Privates who meet each of the following three (3) criteria:

- i. were hired before July 1, 2013,
- ii. have completed their probation period and their most recent performance evaluation is at least an overall satisfactory, and
- iii. who have not been promoted to Correctional Officer Private First Class before November 1, 2013,

will be advanced to Correctional Officer Private First Class the earlier of (1) November 2013, or (2) when the Correctional Officer Private obtains twelve months of service from the date of graduation from the academy, whichever is applicable.

2. Promotion to the rank of Corporal under the Program is based on a candidate's successful completion of a set standard consisting of the performance evaluation and the written examination described in paragraphs 4, 5, and 6, herein.

3. The minimum time-in-grade requirement for eligibility to become a candidate for promotion to Corporal under the Program is twenty-four (24) months as a Correctional Officer Private First Class.

4. A performance evaluation is the first component determining eligibility for promotion under the Program. Correctional Officers who have met the necessary time-in-grade requirement and who have elected to become candidates for promotion shall be rated by the department as "Promotable" or "Nonpromotable." A rating of "Promotable" shall qualify a Correctional Officer Private First Class to take the written promotional examination for the rank of Corporal. A rating of "Nonpromotable" shall render a Correctional Officer Private First Class ineligible to take the promotional examination and for promotion during the promotional cycle involved.

5. A written examination is the second component determining eligibility under the Program. Effective July 1, 2013, examinations under the Program for the rank of Corporal will be administered in April of each year. An employee must have at least twenty-four (24) months' time in grade as a Correctional Officer Private First Class to be promoted to Corporal. However, an employee may test for the Corporal exam during the same calendar year in which the employee will reach twenty-four (24) months' time in grade. The employee will not be promoted until they actually reach twenty-four months (24) time in grade as a Correctional Officer Private First Class and otherwise continue to be eligible for promotion. The written examination scores of Correctional Officers seeking promotion under the Program shall be placed in one of two categories: "Pass" consisting of all examinations with a score equal to or greater than seventy

percent (70%), and "Fail" consisting of all examinations with a score less than seventy percent (70%).

6. Candidates who have received an evaluation of "Promotable" and who have achieved a written examination score of seventy percent (70%) or better shall be deemed "qualified" for promotion and will be promoted within thirty (30) days after successfully completing all aspects of the process.

7. Nothing contained in the Program is intended to modify the relationship between the disciplinary process and the promotion process. A candidate who is qualified for promotion under paragraphs 1-6, above, and who is under an investigation which could lead to a disciplinary action shall have his or her promotion held in abeyance pending the final outcome of the disciplinary process. If the Correctional Officer involved is still deemed qualified for promotion after the disciplinary process is completed, the Correctional Officer will be promoted retroactive to the appropriate effective date stated in paragraph 6, above.

8. The parties specifically understand and agree that the willingness of the County to discuss the promotional issues reflected in this Memorandum of Understanding with the PGCOA during bargaining, to include the resolution of those discussions by reference in the Settlement Agreement to which this Memorandum of Understanding is attached, and to enter into this Memorandum of Understanding regarding a Master Correctional Officer Program does not waive or otherwise compromise the County's position that promotional matters constitute non-mandatory subjects of bargaining.

#### F. TIME IN GRADE REQUIREMENTS FOR PROMOTION TO SERGEANT AND LIEUTENANT

In addition to any other requirements of the promotional process:

1. Employees must be the rank of Corporal for three (3) years before being eligible to take the Sergeant's Exam.

2. Employees must be the rank of Sergeant for three (3) years before being eligible to take the Lieutenant's exam.

#### G. MASTER CORPORAL AND MASTER SERGEANT

1. The job titles of Master Corporal and Master Sergeant: In order to be eligible to receive the designation of Master Corporal or Master Sergeant, the employee must have ten (10) years in grade with a satisfactory performance evaluation of 2.0 or more and with the approval of the Director. This designation shall not be unreasonably withheld; and, if this designation is withheld, a written justification will be provided.

2. Effective June 30, 2001, Master Corporals and Master Sergeants will receive a two percent (2%) increase in their base pay rate.

3. Effective July 1, 2005, a Corporal or Sergeant who becomes a Master Corporal or

Master Sergeant, as described above, will receive a two percent (2%) increase in their base rate of pay and move to Grade D-24 (Master Corporal) or Grade D-26 (Master Sergeant) as applicable. Current Master Corporals and Master Sergeants will also be moved on said date to Grade D-24 or Grade D-26 as applicable.

#### H. LIEUTENANTS

Effective July 1, 2001, any member of Unit Three (Correctional Officer Lieutenant) will receive a two percent (2%) increase to base pay upon completion of their tenth (10th) year in grade.

#### I. WRITTEN EXAMINATION APPEAL PROCESS

1. A written appeal of any question from a written promotional examination must be filed by the aggrieved officer with the Director of the County Office of Human Resources Management within five (5) working days of test review. This appeal shall result in the review of appealed questions, said review to be performed by the Joint PGCOA/Department of Corrections Appeal Board ("Joint Appeal Board"). The findings of this review shall be rendered within ten (10) working days of the deadline for filing appeals, and these findings shall be provided, in writing, to the employee who filed the appeal. Copies of any granted appeal shall be made available to any employee who took the examination and may be affected by said granted appeal. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

2. The Joint Appeal Board shall be composed of five (5) members, including three (3) members of the PGCOA holding the ranks of Sergeant and/or Lieutenant, and two (2) members of the command staff appointed by the Director of the Department of Corrections. PGCOA members serving on the Joint Appeal Board shall be selected by the PGCOA President from a pool of officers who did not participate in the current promotional cycle. One (1) of the three (3) members of the Joint Appeal Board appointed by the PGCOA may be the PGCOA President whether or not that officer holds the rank of Sergeant and/or Lieutenant. The command staff members serving on the Joint Appeal Board shall be selected by the Director of the Department of Corrections.

**ATTACHMENT B – SALARY SCHEDULE**  
**SALARY SCHEDULE D**  
**SCHEDULE OF PAY GRADES (D21 – D27)**  
**PRINCE GEORGE’S COUNTY, MARYLAND**  
**EFFECTIVE JULY 1, 2018**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
D21 (Correctional Officer)		
HOURLY	20.1283	39.0708
BIWEEKLY	1610.26	3125.66
ANNUAL	41,867	81,267
D22 (Correctional Officer First Class)		
HOURLY	21.1207	41.0086
BIWEEKLY	1689.65	3280.69
ANNUAL	43,931	85,298
D23 (Correctional Officer Corporal)		
HOURLY	22.1637	43.0451
BIWEEKLY	1773.10	3443.61
ANNUAL	46,101	89,534
D24 (Master Corporal)		
HOURLY	23.2575	45.1791
BIWEEKLY	1860.60	3614.33
ANNUAL	48,376	93,973
D25 (Correctional Officer Sergeant)		
HOURLY	24.4068	47.4234
BIWEEKLY	1952.54	3793.87
ANNUAL	50,766	98,641
D26 (Master Sergeant)		
HOURLY	25.6136	49.7792
BIWEEKLY	2049.09	3982.33
ANNUAL	53,276	103,541
D27 (Correctional Officer Lieutenant)		
HOURLY	26.8811	52.2525
BIWEEKLY	2150.49	4180.20
ANNUAL	55,913	108,685

The minimum hourly rates are the October 1, 2017 minimum rates. The maximum hourly rates are the October 1, 2017 maximum rates multiplied by 1.035%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE D**  
**SCHEDULE OF PAY GRADES (D21 – D27)**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE JANUARY 6, 2019**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
D21 (Correctional Officer)		
HOURLY	20.5308	39.8522
BIWEEKLY	1642.47	3188.18
ANNUAL	42,704	82,893
D22 (Correctional Officer First Class)		
HOURLY	21.5431	41.8288
BIWEEKLY	1723.45	3346.31
ANNUAL	44,810	87,004
D23 (Correctional Officer Corporal)		
HOURLY	22.6070	43.9060
BIWEEKLY	1808.56	3512.48
ANNUAL	47,023	91,325
D24 (Master Corporal)		
HOURLY	23.7227	46.0827
BIWEEKLY	1897.81	3686.62
ANNUAL	49,343	95,852
D25 (Correctional Officer Sergeant)		
HOURLY	24.8949	48.3718
BIWEEKLY	1991.59	3869.75
ANNUAL	51,781	100,613
D26 (Master Sergeant)		
HOURLY	26.1259	50.7747
BIWEEKLY	2090.07	4061.98
ANNUAL	54,342	105,611
D27 (Correctional Officer Lieutenant)		
HOURLY	27.4188	53.2975
BIWEEKLY	2193.50	4263.80
ANNUAL	57,031	110,859

The minimum and maximum hourly rates are the July 1, 2018 rates multiplied by 1.02%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE D**  
**SCHEDULE OF PAY GRADES (D21 – D27)**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE JANUARY 5, 2020**

GRADE	MINIMUM	MAXIMUM
D21 (Correctional Officer)		
HOURLY	20.9414	40.6493
BIWEEKLY	1675.32	3251.94
ANNUAL	43,558	84,550
D22 (Correctional Officer First Class)		
HOURLY	21.9739	42.6654
BIWEEKLY	1757.92	3413.23
ANNUAL	45,706	88,744
D23 (Correctional Officer Corporal)		
HOURLY	23.0592	44.7841
BIWEEKLY	1844.73	3582.73
ANNUAL	47,963	93,151
D24 (Master Corporal)		
HOURLY	24.1971	47.0044
BIWEEKLY	1935.77	3760.35
ANNUAL	50,330	97,769
D25 (Correctional Officer Sergeant)		
HOURLY	25.3928	49.3393
BIWEEKLY	2031.42	3947.14
ANNUAL	52,817	102,626
D26 (Master Sergeant)		
HOURLY	26.6484	51.7902
BIWEEKLY	2131.87	4143.22
ANNUAL	55,429	107,724
D27 (Correctional Officer Lieutenant)		
HOURLY	27.9671	54.3635
BIWEEKLY	2237.37	4349.08
ANNUAL	58,172	113,076

The minimum and maximum hourly rates are the January 6, 2019 rates multiplied by 1.02 %. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**ATTACHMENT C - PUBLIC EMPLOYEE RELATIONS BOARD (PERB)  
CERTIFICATION LIST**

16 39 0230 83J – December 27, 1983

Unit I - Correctional Officers I, II and III

Unit II – Supervisory Correctional Officers I

16 39 001 21 89W – April 28, 1990

Unit III – Cook I, II; Steward I, II

21 390 00019 99 – September 18, 2000

Unit III – Lieutenants



# Prince George's County Council

## Agenda Item Summary

**Meeting Date:** 10/23/2018

**Effective Date:** 12/31/2018

**Reference No.:** CB-079-2018

**Chapter Number:** 78

**Draft No.:** 1

**Public Hearing Date:** 10/23/2018 @ 10:00 a.m.

**Proposer(s):** County Executive

**Sponsor(s):** Glaros, Toles, Harrison, Lehman, Davis, Turner, Taveras, Franklin and Patterson

**Item Title:** AN ACT CONCERNING COLLECTIVE BARGAINING AGREEMENT - PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC. (PGCOA) (CORRECTIONAL OFFICERS) for the purpose of approving the labor agreement by and between Prince George's County, Maryland and the Prince George's Correctional Officers' Association, Inc. (PGCOA) (Correctional Officers) to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

**Drafter:** Joseph Adler, PH.D., Office of Human Resources Management

**Resource Personnel:** Stephanye R. Maxwell, Esq., CPM, Office of Human Resources Management

### LEGISLATIVE HISTORY:

Date:	Acting Body:	Action:	Sent To:
09/11/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
09/20/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Turner, seconded by Council Member Lehman, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 4 Davis, Turner, Lehman and Patterson Absent: 1 Taveras		
09/25/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Davis, Glaros, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		
10/23/2018	County Council	public hearing held	

**Action Text:**

The public hearing was held for this Council Bill

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Council Member Toles, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles  
and Turner

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

16-233

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

Prince George's County, Maryland and the Prince George's Correctional Officers' Association, Inc., have completed labor negotiations on a two-year labor agreement covering Fiscal Years 2019 and 2020. This bill is to adopt and approve the referenced collective bargaining agreement in accordance with Section 16-233(f) of the Prince George's County Code.

A fiscal impact statement will be provided by the Office of Management and Budget.

**NOTE: Retroactively effective to July 1, 2018.**

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**Document(s):** B2018079, CB-79-2018 AIS, CB-79-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-79-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY and FISCAL MANAGEMENT

**Date** 9/20/18

**Action:** FAV

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**REPORT:** Favorable, 4-0 In Favor: Council Members Davis, Lehman, Patterson, and Turner.  
Absent: Taveras.

CB-79-2018 will approve the Collective Bargaining Agreement by and between Prince George's County and the Prince George's County Correctional Officers Association, Schedule D. This agreement sets forth the terms and conditions of employment including wages. While many of the conditions are carried over from previous labor agreements, major modifications include the following:

- 2% COLA for FY19, effective the first full pay period in January 2019
- 2% COLA for FY20, effective the first full pay period in January 2020
- 3.5% Merit increase for those eligible to receive it on their anniversary dates in FY19 & FY20
- Increase Maximum Steps by 3.5% in FY2019
- Increase in Shift Differential
- Increase in TEC Pay
- Increase in Uniform Allowance

Joe Adler, Labor Negotiator, Office Human Resources Management, provided the Committee an overview of CB-79-2018.

Ms. Tammi Owens, President, Correctional Officers, Schedule D, expressed support for this agreement.

The Office of Law reports CB-79-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports that CB-79-2018 will have a negative impact of \$2.4 million in FY19 and FY20.

After discussion, the Public Safety and Fiscal Management Committee voted CB-79-2018 out favorably, 4-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-80-2018

Chapter No. 79

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Glaros, Toles, Harrison, Lehman, Davis,

Turner, Taveras, Franklin and Patterson

Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement –

3 Prince George's Correctional Officers' Association, Inc. (PGCOA) (Civilian Unit)

4 For the purpose of approving the labor agreement by and between Prince George's County,  
5 Maryland and the Prince George's Correctional Officers' Association, Inc. (PGCOA) (Civilian  
6 Unit) to provide for wages and certain other terms and conditions of employment for personnel  
7 classifications certified by the Prince George's County Public Employee Relations Board.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 16. PERSONNEL

10 Section 16-233(f)(25),

11 The Prince George's County Code

12 (2015 Edition; 2017 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
14 Maryland, that Section 16-233(f)(25) of the Prince George's County Code be and the same is  
15 hereby repealed and reenacted with the following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 19. COLLECTIVE BARGAINING.

18 Sec. 16-233. General.

19 \* \* \* \* \*

20 (f) The following collective bargaining agreements are hereby adopted and approved:

21 \* \* \* \* \*

1                   **(25) Declaration of Approval – Prince George’s Correctional Officers’**  
2                   **Association, Inc. (PGCOA) (Civilian Unit).**

3                   The County Council of Prince George’s County, Maryland having fully considered the  
4                   labor agreement concluded between Prince George’s County, Maryland and Prince George’s  
5                   Correctional Officers’ Association, Inc. (Civilian Unit) on [September 20, 2017] September 4,  
6                   2018, hereby approves said agreement in accordance with the provisions of Section 13A-109 of  
7                   the Prince George’s County Code.

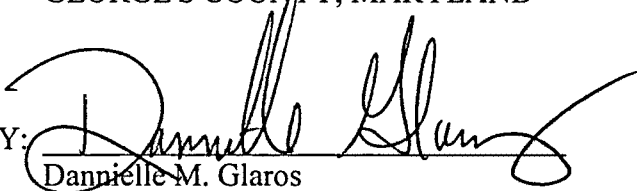
8                   SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
9                   declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
10                  sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
11                  competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
12                  words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
13                  Act, since the same would have been enacted without the incorporation in this Act of any such  
14                  invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
15                  or section.

16                  SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
17                  calendar days after it becomes law and that the Agreement, unless specifically stated otherwise  
18                  in a specific provision, shall be retroactively effective to July 1, 2018.  
19

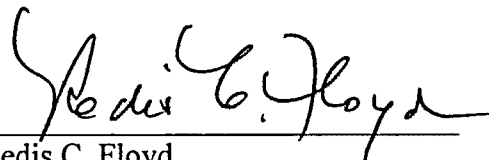
Adopted this 23<sup>rd</sup> day of October , 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

  
Dannielle M. Glaros  
Chair

ATTEST:

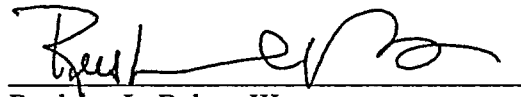
  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE:

11/14/2018

BY:

  
Rushern L. Baker, III  
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.

\* \* \* \* \*



**AGREEMENT**

**MADE BY AND BETWEEN**

**PRINCE GEORGE'S COUNTY, MARYLAND**

**AND**

**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**

**(PGCOA) (CIVILIAN UNIT)**

**JULY 1, 2018 - JUNE 30, 2020**

**TABLE OF CONTENTS**

<b>PURPOSE .....</b>	<b>1</b>
<b>ARTICLE 1 -- RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 2 -- NON-DISCRIMINATION.....</b>	<b>1</b>
<b>ARTICLE 3 -- PGCOA MEMBERSHIP AND CHECKOFF.....</b>	<b>1</b>
<b>ARTICLE 4 -- PGCOA LEAVE .....</b>	<b>2</b>
<b>ARTICLE 5 -- LEAVE FOR NEGOTIATIONS.....</b>	<b>2</b>
<b>ARTICLE 6 -- JOB SECURITY .....</b>	<b>3</b>
<b>ARTICLE 7 -- PGCOA REPRESENTATION.....</b>	<b>3</b>
<b>ARTICLE 8 -- PGCOA STEWARDS .....</b>	<b>4</b>
<b>ARTICLE 9 -- LABOR-MANAGEMENT COMMITTEE.....</b>	<b>4</b>
<b>ARTICLE 10 -- PGCOA INFORMATION DISPERSAL.....</b>	<b>5</b>
<b>ARTICLE 11 -- PGCOA PIN .....</b>	<b>5</b>
<b>ARTICLE 12 -- NOTICE OF CHANGES .....</b>	<b>5</b>
<b>ARTICLE 13 -- WORK STOPPAGES AND LOCKOUTS .....</b>	<b>6</b>
<b>ARTICLE 14 -- GRIEVANCE PROCEDURE.....</b>	<b>6</b>
<b>ARTICLE 15 -- DISCIPLINE.....</b>	<b>8</b>
<b>ARTICLE 16 -- PERSONNEL LAW .....</b>	<b>9</b>
<b>ARTICLE 17 -- PERSONNEL FILES .....</b>	<b>9</b>
<b>ARTICLE 18 -- WORK HOURS.....</b>	<b>9</b>
<b>ARTICLE 19 -- MANDATORY OVERTIME AND OVERTIME ASSIGNMENT .....</b>	<b>10</b>
<b>ARTICLE 20 -- SAFETY AND HEALTH.....</b>	<b>11</b>
<b>ARTICLE 21 -- TRAINING.....</b>	<b>11</b>
<b>ARTICLE 22 -- CAREER ADVANCEMENT .....</b>	<b>11</b>
<b>ARTICLE 23 -- ROSTERS .....</b>	<b>12</b>
<b>ARTICLE 24 -- WAGES .....</b>	<b>12</b>
<b>ARTICLE 25 -- CALL BACK, HOLIDAY, SHIFT, ACTING AND COURT PAY .....</b>	<b>13</b>
<b>ARTICLE 26 -- CLOTHING ISSUE AND MAINTENANCE ALLOWANCE.....</b>	<b>15</b>
<b>ARTICLE 27 -- TEC PAY .....</b>	<b>15</b>
<b>ARTICLE 28 -- ANNUAL AND SICK LEAVE.....</b>	<b>16</b>
<b>ARTICLE 29 -- PERSONAL LEAVE.....</b>	<b>17</b>
<b>ARTICLE 30 -- DISCRETIONARY LEAVE .....</b>	<b>18</b>

ARTICLE 31 -- BEREAVEMENT LEAVE .....	18
ARTICLE 32 -- ADDITIONAL LEAVE PROVISION.....	18
ARTICLE 33 -- BLOOD DONATION LEAVE .....	18
ARTICLE 34 -- DISABILITY LEAVE.....	19
ARTICLE 35 -- FAMILY AND MEDICAL LEAVE .....	19
ARTICLE 36 -- VOTING LEAVE .....	19
ARTICLE 37 -- ACCIDENTAL DEATH INSURANCE .....	19
ARTICLE 38 -- HEALTH INSURANCE PREMIUMS .....	19
ARTICLE 39 -- SUPPLEMENTAL RETIREMENT BENEFIT .....	21
ARTICLE 40 -- PUBLICATION OF AGREEMENT .....	21
ARTICLE 41 -- SAVINGS CLAUSE .....	21
ARTICLE 42 -- DURATION.....	21
ATTACHMENT A – SALARY SCHEDULES.....	23
ATTACHMENT B - CLASSES OF WORK.....	32

## **PURPOSE**

A. This Collective Bargaining Agreement ("Agreement") is entered into by Prince George's County, Maryland ("County") and the Prince George's Correctional Officers' Association, Inc. (referred to as the "PGCOA" or "Association"), and has as its purposes the promotion of harmonious relations between the County and PGCOA; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder. As used hereinafter, the word "Department" shall refer to the Prince George's County Department of Corrections.

B. The parties recognize that the employees covered by this Agreement are engaged in protecting the public safety and health and that any disruptions in the work place would endanger the public health and safety. In recognition of this fact, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise under the Agreement.

## **ARTICLE 1 -- RECOGNITION**

The County recognizes PGCOA as the sole and exclusive collective bargaining representative of the Prince George's County Department of Corrections' employees in the bargaining unit for which it was certified by the Prince George's County Public Employees Relations Board for the purpose of negotiating wages, hours, and other terms and conditions of employment. (See Attachment B – Classes of Work)

## **ARTICLE 2 -- NON-DISCRIMINATION**

PGCOA and the County agree that this Agreement shall be applied equally to all employees covered by it without discrimination in any matter prohibited by law because of race, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status, age or labor organization affiliation and to promote and implement a positive and continuing program of equal employment opportunity.

## **ARTICLE 3 -- PGCOA MEMBERSHIP AND CHECKOFF**

A. All employees covered by this Agreement who are members of PGCOA, or who elect to become members of PGCOA, shall, pursuant to Paragraph B, below, remain members of PGCOA for the duration of this Agreement.

B. Upon the receipt of a written, signed authorization from an employee covered by this Agreement, the County agrees to deduct from the employee's pay on a biweekly basis Association dues and remit the dues to PGCOA. Such authorization shall be irrevocable and automatically renewed from year to year thereafter unless revoked pursuant to Section 13A-108(c) of the Labor Code. PGCOA agrees to indemnify and hold harmless the County from

any loss or damages resulting from the application of this Article.

C. During the New Employee Security Orientation (NESO), PGCOA will be given an opportunity to present to and collect from all applicable employees the enrollment forms utilized by PGCOA. The Department will provide PGCOA with notice as to when they will be allowed during NESO to present and collect the enrollment forms.

#### **ARTICLE 4 -- PGCOA LEAVE**

A. Members of the Board of Directors of PGCOA shall be granted union business leave to attend Association Board meetings. Also, members of PGCOA shall be granted union business leave to attend conventions and conferences (including state seminars). In order to receive union business leave to attend Board meetings, conventions and conferences, the Association must request the leave in a reasonable period of time before it is to be used (in the case of conventions and conferences not less than ten (10) days before the leave is to begin). Requests for union business leave under this Article are subject to the approval of the Director, with the understanding that the Director's approval will not be unreasonably withheld. Union business leave to attend conventions and conferences shall be limited to no more than two (2) members on any one occasion.

B. Union business leave to attend Board meetings shall be consistent with the PGCOA Security Division contract. Up to two (2) civilian representatives will be granted leave to attend Board meetings the second Wednesday of the month. Union business leave will be granted to the Association and its members under this Article subject to the availability of hours in the Union Business Leave Bank described below. If the meeting falls on the employee's regular day off, the employee will be given hour-for-hour compensatory leave.

C. The County will provide four hundred (400) hours of union business leave in a Union Business Leave Bank per fiscal year for attendance at Board meetings, conventions, conferences (including state seminars) and Steward Training as set forth in Articles 4 and 8 of this Agreement. No union business leave will be granted pursuant to Articles 4 and 8, when the four hundred (400) hours has been exhausted during a fiscal year. Any unused balance in the Union Business Leave Bank at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for union business leave pursuant to Articles 4 and 8 of this Agreement are subject to the Director's approval.

#### **ARTICLE 5 -- LEAVE FOR NEGOTIATIONS**

A. Employees (not to exceed five (5) from different sections) who, upon the request of PGCOA are excused from their regular assignment on the day of negotiations to attend meetings with representatives of the County and/or to prepare for negotiations, shall suffer no loss of pay or leave. If the meeting falls on the employee's regular day off, the employee will be given hour-for-hour compensatory leave.

B. Members of the PGCOA negotiating team (not to exceed five (5) members from different sections) may each be granted up to forty-eight (48) hours of union business leave to prepare for

negotiations. The Association must request the leave from the Director in a reasonable period of time before it is to be used, and the request is subject to the Director's approval, which will not be unreasonably withheld. The union business leave awarded pursuant to this provision is in addition to the hours provided by the County to the Union Business Leave Bank included in Article 4 of this Agreement. Except as provided in Paragraph C of this Article, union business leave granted for negotiation preparation will not be deducted from the Union Business Leave Bank described in Article 4.

C. The Director may, pursuant to the Association's request, grant additional leave to members of the negotiating team from the Union Business Leave Bank described in Article 4, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

## **ARTICLE 6 -- JOB SECURITY**

All policies and procedures regarding job security shall be administered pursuant to the Prince George's County Personnel Law. Employees covered by this Agreement, regardless of their tenure with the County will not be terminated from employment with Prince George's County for lack of work as the result of outside contractors or temporary employees carrying out the duties normally performed by those employees.

## **ARTICLE 7 -- PGCOA REPRESENTATION**

A. The PGCOA President or, in his or her absence, a duly designated acting President, shall not be assigned to duties for the Corrections Department but shall remain on the payroll of the Corrections Department for the purpose of performing full-time duties as PGCOA President. During this period, the President or, in his or her absence, a duly designated acting President, or any other officer assigned to work at PGCOA, shall continue to accumulate seniority and shall receive all benefits (for example, shift differential, if applicable) as if he/she were fully on duty with the Department. Further, the PGCOA President or any other officer assigned to work at PGCOA will maintain the qualifications required for officers of his/her rank, which shall include, but are not limited to, the fulfillment of in-service training requirements and weapons qualification.

B. If the PGCOA President or, in his or her absence, a duly designated acting President, is absent from normal duties as PGCOA President or, in his or her absence, as duly designated acting President, because of illness, vacation, or other reasons not related to his/her duties as President or, in his or her absence, as duly designated acting President, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.

C. If the PGCOA President or, in his or her absence, a duly designated acting President, is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the PGCOA Board may designate in writing to the County a PGCOA member who shall act as PGCOA President in his/her absence. The County agrees that upon receipt of the written designation by the PGCOA Board, received at least five (5) working days in advance of the date the leave is to begin (emergencies excepted), the County will place on union business leave the PGCOA member so designated by the PGCOA Board in lieu of the President for each day that

leave is announced.

## **ARTICLE 8 -- PGCOA STEWARDS**

A. PGCOA, through its President or designee, shall represent all employees covered by this Agreement in the adjustment of their grievances. The Department will recognize at least five (5) Stewards from different sections and a total of two (2) alternates from employees covered by this Agreement. Stewards will be permitted reasonable time to receive grievances under the following conditions:

1. Stewards, or alternates, shall be PGCOA's designated representative responsible for meeting with Department representatives, for transmitting communications authorized by PGCOA to the County and for receiving communications from the Department on behalf of PGCOA; and,
2. These activities shall not interfere with the work of other employees; and,
3. Stewards and alternates shall not leave their work assignment without first receiving the approval of their appropriate supervisor (such approval shall not be unreasonably withheld).

B. PGCOA agrees to provide the Department with a list of Stewards and alternates and will keep the list current. The Department will recognize only those Stewards and alternates whose names appear on the list. Stewards and alternate Stewards will be provided forty (40) hours of union business leave during a Steward's first year as a Steward and sixteen (16) hours of union business leave thereafter as a Steward to attend Shop Steward Training. Training will include, but will not be limited to Personnel training, Trial Board training, Duties and Responsibilities of Shop Stewards, etc.

C. PGCOA will coordinate with the Department the scheduling of Shop Steward Training and will make the request at least ten (10) working days in advance of the training. PGCOA will provide the names of the Shop Stewards who will attend and the course curriculum. Upon the completion of training, PGCOA will certify the names of the Stewards who completed the training.

## **ARTICLE 9 -- LABOR-MANAGEMENT COMMITTEE**

A. The Director of the Department of Corrections or their designee, and the President of the Prince George's Correctional Officers' Association or their designee, will select no more than five (5) employees each who shall participate on a Labor-Management Committee. Four (4) employees with at least one (1) employee from Bargaining Units I/II/III and one (1) additional employee will represent the Civilian Employees for PGCOA. For the Department, there will be at least one (1) officer from each rank of Major or Captain as well as a minimum of one (1) employee to address civilian matters. The Committee will be co-chaired by the Director or his/her designee and the President of PGCOA or their designee. The Committee may meet as issues arise so that they may be addressed in a timely manner or on the call of either co-chair, but not less than once every six weeks unless so agreed by the parties. The parties shall give each

other seven (7) days advance written notice of items they wish to have placed on the agenda. Reasonable Union Business leave will be granted to attend such meetings.

B. All operational issues should attempt to be resolved and/or a course of action suggested during these Committee meetings. If no resolution is possible, at that time, or other major issues need to be addressed, recommendations from the Labor-Management Committee will be forwarded to the Deputy Director, Bureau of Operations and the PGCOA President, if they did not initiate them or if they cannot resolve the issues of the Committee. They will both review and forward recommendations to the Director for consideration. The Director will respond within forty-five (45) days.

C. If the procedures outlined herein are inconsistent with the sworn officers' contract, the procedures of the sworn officers' contract shall apply.

D. The County will work with PGCOA, through the Department's Labor Management Committee to study the issue of promotional and career ladder opportunities for Paralegal Assistant I, II and III. A report of the jointly agreed upon recommendations will be issued no later than March 31, 2019.

#### **ARTICLE 10 -- PGCOA INFORMATION DISPERSAL**

A. The County agrees to permit reasonable space in the employee visitor reception area for official PGCOA newsletters, notices, and literature.

B. The PGCOA will be allowed to send official electronic messages, through the department's electronic mail system, to its membership once approved by the Director or his/her designee.

C. The PGCOA President will be notified as soon as possible by the Department, as part of the Departmental notification procedures, when anyone covered by this Agreement is involved in any incident that results in admission to the hospital or death.

#### **ARTICLE 11 -- PGCOA PIN**

An employee covered by this Agreement shall be allowed to wear a pin showing his/her PGCOA affiliation.

#### **ARTICLE 12 -- NOTICE OF CHANGES**

In order to enhance communication between the parties and minimize misunderstandings and disputes, the County will provide to the PGCOA President copies of any changes to general orders and permanent changes/transfers between sections, divisions or bureaus. Except under circumstances requiring immediate action, this shall be done not less than ten (10) working days prior to the implementation of changes, excluding Saturdays and Sundays. The Association shall be given the opportunity to provide full comment within the ten (10) working day period prior to the implementation of proposed changes. Where the County implements changes under

circumstances requiring immediate action without ten (10) working days prior notice to PGCOA, the County will promptly notify PGCOA in writing of the changes made and of the circumstances which required the immediate action. This provision is for informational purposes and is not intended to restrict in any fashion the County's right, consistent with applicable law and this Agreement, to implement these types of changes.

### **ARTICLE 13 -- WORK STOPPAGES AND LOCKOUTS**

A. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Association or by any employee, and there shall be no lockout by the County.

B. Failure of any employee to cross any picket line established at the Correctional Center is a violation of this Article.

C. The Association shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity and shall undertake all possible means to prevent or terminate any such activity. In the event of an illegal strike or other work disruption in violation of this Article, the Association shall promptly and publicly disavow such unauthorized conduct, order the employees covered by this Agreement to return to work, and assist the County in bringing about a prompt resumption of normal operations. No employees shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operations of the County and the Correctional Center shall be subject to disciplinary action, including discharge. The Association shall not be liable for acts of employees for which it has no responsibility.

### **ARTICLE 14 -- GRIEVANCE PROCEDURE**

A. Any question arising out of and during the term of this Agreement involving its interpretation and application shall be considered a grievance and subject to resolution under the following procedures:

1. Step 1.

a. When any employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the PGCOA President or designee, within seven (7) working days after the occurrence of the violation, shall give written notice of the grievance to the Department. The written notice must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. The PGCOA President or designee, the aggrieved employee and the Department's designated representative shall meet at a mutually agreeable time and endeavor to adjust the matter within seven (7) working days after timely notice has been given. The Department's designated representative shall respond to the PGCOA President or designee not later than seven (7) working days after the meeting. If they fail to resolve the matter within the prescribed period, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the Grievance

Procedure.

b. Should PGCOA or the County have a dispute with the other party and, if after conferring, a settlement is not reached within ten (10) working days after occurrence of the events giving rise to the dispute, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

2. Step 2.

a. If the grievance is not resolved under Step 1, and the grieving party elects to pursue the matter beyond Step 1, the PGCOA President or designee and the aggrieved employee will meet at a mutually agreeable time with the Director of the Department of Corrections, or his designee, for the purpose of attempting to resolve the grievance within seven (7) working days after timely receipt of the written grievance. Should the parties fail to reach an agreement, the grieving party may, within five (5) working days thereafter, pursue Step 3 of the Grievance Procedure.

3. Step 3.

a. If the grievance is not resolved under Step 2, and the grieving party elects to pursue the matter beyond Step 2, the PGCOA President or designee and the aggrieved employee will meet at a mutually agreeable time with the Chief Labor Negotiator, or his designee, for the purpose of attempting to resolve the grievance within fourteen (14) working days after timely receipt of the written grievance. Should the parties fail to reach an agreement, the dispute may be referred to final and binding arbitration in accordance with the provisions of Step 4.

4. Step 4.

a. If the grievance shall have been submitted but not adjusted under Step 3, either the PGCOA President or the County may request in writing, within seven (7) working days after the grievance has been denied at Step 3, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The County and the PGCOA shall request the American Arbitration Association to provide them with a list of Arbitrators from which an Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitrator shall be equally split by the County and the PGCOA.

b. Where an employee has been discharged, or the Employer has moved to discharge the employee, and the PGCOA determines not to pursue his/her discharge case to Step 4 Arbitration, the employee shall have the right to file a timely appeal within five working days after receipt of the final notice of disciplinary action of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

c. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement.

## ARTICLE 15 -- DISCIPLINE

- A. Employees shall be disciplined only for just cause. If in any case the Employer believes that there is just cause to terminate, suspend, fine, demote or transfer an employee, or cause the employee to forfeit accrued annual leave, the Employer shall provide notice in writing to the employee and the PGCOA of its intent to take disciplinary action at least five (5) working days in advance of taking such action. One 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. When a notice of intent is served while an employee is on approved leave or scheduled day off, the five (5) day period the employee has to respond will begin to run when the employee returns to work.
- B. If the Employer has reason to reprimand an employee it shall be done in a manner that shall not embarrass the employee before other employees or the public.
- C. Any disciplinary action above the level of a written reprimand (termination, suspension, demotion, fine, forfeiture of leave and transfer) may be processed through the grievance procedure specified in this Agreement.
- D. The parties agree to follow a progressive disciplinary policy utilizing the disciplinary methods permitted by the Personnel Law; provided, however, that the parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.
- E. The PGCOA President shall receive copies of all written disciplinary actions and intended action.
- F. Prior to any interview or interrogation an employee who is the subject of an investigation will be notified in writing of the nature of the investigation and of his/her right to have present, upon request, a PGCOA representative or other person of his/her choice.
- G. At the request of the employee, the employee shall have the right to be represented by counsel or any other responsible representative of his/her choice who shall be present at all times during any interrogation or interview.
- H. The employee shall be entitled to a copy of the Confidential Disciplinary Packet of the Office of Professional Responsibility and Legal Affairs after the Notice of Intent and prior to any final disciplinary action recommendation by the Director of the Department of Corrections, (but excluding the identity of any confidential sources and recommendations as to charges, disposition or punishment).
- I. The Employer will not issue a notice of disciplinary action against an employee later than one hundred twenty (120) 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.

## **ARTICLE 16 -- PERSONNEL LAW**

All policies, procedures and benefits not specifically modified by this Agreement shall be administered pursuant to the Prince George's County Personnel Law.

## **ARTICLE 17 -- PERSONNEL FILES**

A. The Personnel Records policy for employees covered by this Agreement shall be administered in accordance with the Personnel Law with the following exception:

1. At the employee's written request (which request shall not be made part of the personnel file), records of discipline up to a three (3) day suspension, or its equivalent, will be removed from an employee's personnel file(s) after twelve (12) months, so long as the employee has not been disciplined during the twelve (12) month period. Written reprimands will be removed from an employee's personnel file(s) twelve (12) months after the reprimand. Records shall be removed from both County personnel files and departmental personnel files.

B. The Department will issue an annual memorandum to remind employees who review or access personnel files of the requirements of the Personnel Law and Administrative Procedure 262 (Maintenance, Access, and Retention of Personnel Files). When the personnel file of an employee covered by this Agreement is reviewed or accessed by anyone other than the Director's Office and Internal Affairs, an access sheet in the employee's personnel file will be signed by the person who reviewed or accessed the file.

## **ARTICLE 18 -- WORK HOURS**

A. The work week is the seven (7) consecutive day period commencing with the first shift on Sunday and ending with the last shift on the following Saturday. The standard number of hours in a pay period shall be eighty (80) hours. Although employees covered by this Agreement specifically assigned on a permanent or rotating basis may not be scheduled to work exactly eighty (80) hours in a given pay period, the number of regularly scheduled hours of work in a pay period for employees covered by this Agreement shall average eighty (80) hours a pay period during the course of the year. An employee shall not normally be scheduled to work more than five (5) consecutive days without a two (2) consecutive day break, unless a rotating schedule is utilized. A regular work day shall consist of 8 hours total, including breaks and the lunch period. Bargaining unit members who work a compressed work week or flexible schedule shall work 40 hours per week including breaks and the lunch period.

B. Department seniority shall be defined as a Civilian employee's length of continuous service with the Department of Corrections.

1. Seniority shall only be interrupted by a break in continuous service as listed below:
  - a. Voluntary resignation;
  - b. Retirement or disability termination;

- c. Discharge for just cause; or
- d. Any other lawful termination of service.

2. When an employee covered by this Agreement voluntarily resigns and is rehired into a job covered by this Agreement in the Department of Corrections within six (6) months from the employee's termination date, the employee will be placed on the seniority roster with credit for his/her prior service but with no credit for the period of his/her absence.

3. When an employee covered by this Agreement is lawfully terminated from employment for any reason other than a voluntary resignation or just cause terminations and is rehired into a job covered by this Agreement in the Department of Corrections, the employee will be placed on the seniority roster with credit for his/her prior service but with no credit for the period of his/her absence.

4. Department seniority shall be a substantial factor in shift assignments and days off or bidding for these positions in case of rotating shifts.

5. Departmental seniority shall be defined as an employee's length of continuous service while occupying a position in the classified service as a civilian employee within the Department of Corrections.

C. Work schedules may be approved based upon policies of flexible working hours, such policies commonly referred to as "flex-time."

#### **ARTICLE 19 -- MANDATORY OVERTIME AND OVERTIME ASSIGNMENT**

A. The parties recognize and understand that the County has the right to require employees covered by this Agreement to work overtime and that overtime work should first be covered by volunteers and then through the evenhanded assignment of mandatory overtime. Accordingly, the parties agree to the following guidelines for the assignment of overtime work:

1. The Department will first try to cover its overtime work from volunteers on a rotating basis. If sufficient volunteers are not available for overtime work, the Department will make mandatory overtime assignments on a rotating basis from a pool of employees who are currently on duty.

2. When scheduling overtime work, the County will make reasonable efforts to provide employees with as much advance notice as permitted under the circumstances.

3. Except in a case of emergency, as determined by the Director, no employee will be permitted or required:

- a. To work more than sixteen (16) consecutive hours; or,
- b. To work two (2) consecutive days of sixteen (16) consecutive hours.

B. There shall be no pyramiding of overtime or other premium rates; that is, only one (1)

overtime or premium rate will be paid for the same hours worked.

C. Mandatory overtime will not be assigned to a bargaining unit employee if that employee is scheduled for approved leave or a day off the following day.

D. Employees will be compensated at the rate of one and one-half (1.5) times their regular rate of pay for each hour, or fifteen (15) minute fractions thereof, they are required to work at the direction of a supervisor in excess of forty (40) hours in a workweek. At the option of the employee, when directed by a supervisor to work in excess of forty (40) hours in a workweek, an employee eligible for compensatory time under applicable law may elect to receive compensatory leave at the rate of one and one-half (1.5) hours for each overtime hour worked. All leave with pay shall be considered time worked in the computation of overtime.

## **ARTICLE 20 -- SAFETY AND HEALTH**

A. The County and PGCOA agree to cooperate to the fullest extent in the promotion of safety and health. Either the County or PGCOA may place safety and health issues on the agenda of the Labor-Management Committee of Article 9. In cases of emergency, there will be a resolution as soon as practicable.

B. Body alarms will be available in each corresponding Zone Commander's Office, with the exception of Zone 1, for the use of employees entering a housing unit within that zone. Employees will not be required to enter a housing unit without a body alarm.

C. Eyebolts, for both arms and legs, shall be set up in interview rooms in Housing Units 5 and 6.

D. Radios shall be available to bargaining unit employees who must escort inmates in the facility or perform duties that warrant a radio. The radios will be kept in each corresponding Zone Commander's Office.

## **ARTICLE 21 -- TRAINING**

Both the County and PGCOA recognize that training of staff is necessary for the proper performance of their duties. Accordingly, the Department will provide members covered by this Agreement with sufficient training, which will enable them to meet or maintain the standards for the specifications of their particular job. Employees will be allowed to apply for training that is offered Countywide.

## **ARTICLE 22 -- CAREER ADVANCEMENT**

A. Filling Vacancies. 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 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. At the same time, PGCOA will be notified of the vacancy. Any employee covered by this Agreement may apply for any vacancy, as defined in this section. 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 qualify for the eligibility register. When a PGCOA 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 PGCOA bargaining unit employee will be placed on the list of eligibles sent to the Corrections Department for its consideration. The Corrections Department will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy.

B. Interviews. The Department of Corrections will ensure that interviews are scheduled for all vacant positions covered by this bargaining unit within thirty (30) working days following receipt of the Certificate of Eligibles. Exceptions can be made under extenuating circumstances.

## **ARTICLE 23 – ROSTERS**

Personnel rosters shall be furnished to the PGCOA by the Department 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. Upon request, an updated list will be furnished no more than quarterly to the PGCOA.

## **ARTICLE 24 -- WAGES**

### **A. Cost of Living Increases**

Employees covered by this Agreement will receive the following COLAs during the term of this Agreement.

FY 2019 -- Employees covered by this agreement will receive a 1.75% increase to their hourly rate of pay effective the first full pay period in January 2019.

FY 2020 -- Employees covered by this agreement will receive a 1.50% increase to their hourly rate of pay effective the first full pay period in January 2020.

### **B. Merit Increases**

#### **1. Fiscal Year 2019**

Employees covered by this agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2019 shall receive that merit step on their anniversary date during FY 2019 (July 1, 2018 - June 30, 2019).

## 2. Fiscal Year 2020

Employees covered by this agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2020 shall receive that merit step on their anniversary date during FY 2020 (July 1, 2019 - June 30, 2020).

3. Employees covered by this Agreement and hired before July 1, 2005 will keep the anniversary dates that they held on July 1, 2005 for as long as they are continuously employed. Employees entering the unit (through new hire, transfer, promotion, demotion) on or after July 1, 2005, will have as their anniversary dates the date of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

## C. Wage Scale

1. Effective July 1, 2005, the longevity steps L1 through L6 will be eliminated. The current L6 step will be increased by two and one-half percent (2.5%) and become the new Max Step. Said increase in the Max Step is in addition to the increases in the Max Step as a result of the COLA increases on July 1, 2005 and July 1, 2006.

2. Effective July 1, 2007, the max step will be increased by three and one-half percent (3.5%) and again on July 1, 2008. Said increase in the max step is in addition to the increases in the max step as a result of the COLA increases on the first full pay period beginning on July 1, 2007 and on July 1, 2008.

3. Effective October 6, 2013, the minimum and maximum rates will be increased by two and one-half percent (2.5%). Effective October 5, 2014, the minimum and maximum rates will be increased by two and one-half percent (2.5%).

4. Effective with each cost of living under Section 24.A, all minimum and maximum rates shall be increased by the same amount as the cost of living increase. Effective July 1, 2017 the max step will be increased by three and one-half percent (3.5%).

5. Effective July 1, 2018, the maximum pay rates will be increased by three and one-half percent (3.5%).

6. Effective the first full pay period in January 2019, Salary Schedule Q will be adjusted at Q06 to reflect the County minimum wage of \$11.50 per hour. All other steps and grades will be adjusted accordingly.

There will be no other salary adjustments for the duration of this agreement.

## **ARTICLE 25 -- CALL BACK, HOLIDAY, SHIFT, ACTING AND COURT PAY**

### A. Call Back Pay

Any employee who is called back to work from off-duty, and who does in fact perform duties on

behalf of the Department during his/her normal off-duty hours, shall be paid for a minimum of three (3) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to disciplinary procedures.

#### B. Holiday Observance and Pay

1. County holidays listed in Section 16-219 of the Personnel Law shall be observed by employees covered by this Agreement on dates designated by the County Executive. The holidays established by the Personnel Law are listed below:

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

2. Eligible employees shall receive straight time pay for each of the designated holidays on which they are scheduled to work but on which they perform no work.

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

4. All employees must be in a pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay.

5. Employees who work on Correctional Officer Memorial Day will be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and shall not receive another day. All employees who have this as a regular day off, shall receive eight (8) hours of compensatory leave.

#### C. Shift Differential

1. Effective the first full pay period in December 2018, a shift differential of two dollars and sixty-five cents (\$2.65) per hour shall be paid for all non-overtime hours worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) and on the third (3<sup>rd</sup>) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent). The shift differential rate shall include employees specifically assigned on a permanent or rotating basis.

2. Employees assigned to work the first (1<sup>st</sup>) or third (3<sup>rd</sup>) 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.

3. When the majority of hours worked fall within the third (3<sup>rd</sup>) or first (1<sup>st</sup>) shifts, the employee shall be paid shift differential for all eight (8) hours.

**D. Acting Pay**

1. When an employee is directed to assume, and does in fact assume, a majority of the duties of any other position with a higher grade in an acting capacity for a period of ten (10) consecutive days or more (including scheduled days off and approved holidays), beginning with the tenth (10th) day, he/she shall be paid at a rate of pay which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, and shall continue to be paid at the rate until relieved of the position by the person for whom he/she is acting, or by a person of equal grade to that position, or by a superior authority. He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.

2. 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.

**E. Court Time Compensation**

If, as a result of actions taken during the course of employment with the Department of Corrections, an employee covered by this Agreement is scheduled to appear in Court on the employee's day off, the employee will be paid a minimum of four (4) hours pay at the overtime rate.

**ARTICLE 26 -- CLOTHING ISSUE AND MAINTENANCE ALLOWANCE  
(For Property/Supply Clerks and Technicians)**

**A. Clothing Issue and Allowance**

1. The Department of Corrections will continue to issue uniforms to employees covered by this Agreement who are required to wear them and to replace worn and unserviceable uniforms. Employees will continue to maintain their uniforms by cleaning and making minor repairs.

2. Effective Fiscal Year 2019, five hundred dollar (\$500.00) uniform maintenance allowance will be provided to all employees who are required to wear uniforms. All employees receiving this allowance must wear their uniform. The allowance will be paid in two equal installments, the first will be in July and the second in January.

**ARTICLE 27 -- TEC PAY**

A. Any civilian member who is trained and qualified as part of the CISM Team in the Department of Corrections is entitled to receive TEC pay each fiscal year in July in the amount of four hundred-fifty dollars (\$450.00).

B. Civilian employees permanently assigned to bilingual (translation) duties will be eligible to receive eight hundred dollars (\$800.00) per year upon passing the Foreign Service Institute (State Department) language proficiency examination administered by the County. This sum will be paid thirty (30) days following certification and will be prorated based upon the time of year. Thereafter, the full amount will be paid in July of each fiscal year and will not be included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions or retirement or insurance benefits. These duties will be added to the employee's job description.

## ARTICLE 28 -- ANNUAL AND SICK LEAVE

### A. Annual Leave

1. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in Fiscal Year 1996, or such other amount established in an approved Salary Plan may be carried over from one (1) leave year to the next by an employee.

2. An employee shall be allowed to carry over annual leave earned as of the last full pay period in Fiscal Year 1995, even if such accumulated amount is in excess of the maximum allowed in Subsection (d)(1), of the Personnel Law.

3. Annual leave hours in excess of the maximum allowed to be carried over to the next leave year shall be converted to sick leave.

### B. Sick Leave

Sick leave shall be provided to employees in accordance with Section 16-221 of the Personnel Law.

### C. Sick and Annual Leave Disposition Upon Separation

1. The annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, be liquidated in the following manner:

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

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

2. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balances 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

limitations:

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 last full pay period in Fiscal Year 1995 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 if such conversion is permissible pursuant to the Annotated Code of Maryland.

3. 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 1995 fiscal 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 the last full pay period in Fiscal Year 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 is not subject to cash payment to the employee upon separation.

4. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in Fiscal Year 1996 (i.e., new sick leave) is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. In addition, any old sick leave not cashed out under paragraph 3 may be used to purchase MSRS pension credit at the applicable rate if such conversion is permissible pursuant to the Annotated Code of Maryland.

5. 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.

6. 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.

#### D. Sick Leave Bank

A Joint Study Committee will be established to create a policy for an "Employee Sick Leave Bank". The Committee will be composed of an equal number of Employer and PGCOA representatives and shall meet at the request of any Committee member. The administration of this leave bank shall be the responsibility of the Union.

### ARTICLE 29 -- PERSONAL LEAVE

Beginning in the 2002 leave year, twenty-four (24) hours of paid personal leave per leave year -- including the four (4) hours granted in lieu of General Election Day -- shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

### **ARTICLE 30 -- DISCRETIONARY LEAVE**

Beginning with the 2012 leave year, employees covered by this Agreement with five (5) or more years of service shall be eligible for eight (8) hours of discretionary leave per leave year plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) after ten (10) years of service. Eight (8) additional hours of discretionary leave (for a total of twenty-four (24) hours) will be granted after fifteen (15) years of service. Discretionary leave may be taken in increments of four (4) hours, and must be requested and approved in advance, and any unused discretionary leave cannot be carried over from one year to the next.

### **ARTICLE 31 -- BEREAVEMENT LEAVE**

Bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first twenty-four (24) hours of bereavement leave taken upon the death of a family member, will be administrative leave rather than sick leave. The term "family" shall include the employee's spouse, child (including biological, adopted, foster, step-child, or legal ward), parent, parent-in-law, grandparent, grandchild, brother or sister. In the event of the death of any other member of the employee's family (brother- or sister-in-law, or son- or daughter-in-law), one working day will be administrative leave rather than sick leave.

### **ARTICLE 32 -- ADDITIONAL LEAVE PROVISION**

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

B. If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned 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.

### **ARTICLE 33 -- BLOOD DONATION LEAVE**

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The

Employer may request verification of such donation.

#### **ARTICLE 34 -- DISABILITY LEAVE**

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

#### **ARTICLE 35 -- FAMILY AND MEDICAL LEAVE**

Employees covered by this Agreement are entitled to family and medical leave as provided in the County Personnel Law and as provided by Federal, State and County law.

#### **ARTICLE 36 -- VOTING LEAVE**

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

#### **ARTICLE 37 -- ACCIDENTAL DEATH INSURANCE**

In addition to any other life insurance or death benefit provided by the County, the County shall pay a death benefit of ten thousand dollars (\$10,000.00) upon the death of any employee covered by this Agreement whose death results from an accident on or off the job.

#### **ARTICLE 38 -- HEALTH INSURANCE PREMIUMS**

A. During Calendar Years 2015, 2016, and 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective Calendar Year 2018, the County shall contribute seventy-percent (70%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%)

- B. During Calendar Years 2015, 2016, and 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two percent (22%). Effective Calendar Year 2018 the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty five percent (25%).
- C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.
- D. During Calendar Years 2015, 2016, and 2017 the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Effective Calendar Year 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.
- E. Two dental plans are available to employees, the cost of which is paid by the employee if the employees elect to enroll in either of the Plans.
- F. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.
- G. Effective July 1, 2016, employees may contribute up to the maximum allowed by IRS regulations into a dependent flexible spending account and into a medical spending account.
- H. Group Life Insurance under the Beneflex Program. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total 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 salary. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.
- I. The County will notify the President of the PGCOA of changes to the choice of carriers or to the level of benefits provided to employees pursuant to a Health and/or Life Insurance plan prior to such changes being implemented. If requested, a meeting will be held with the President of PGCOA or their designee. This provision shall not be interpreted to require negotiations by the parties.

### **ARTICLE 39 -- SUPPLEMENTAL RETIREMENT BENEFIT**

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

### **ARTICLE 40 -- PUBLICATION OF AGREEMENT**

The County shall provide fifty (50) copies of this Agreement to PGCOA for its distribution. The County also agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet.

### **ARTICLE 41 -- SAVINGS CLAUSE**

In the event that any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision and shall leave unaffected the remainder of this Agreement. Upon issuance of such a decision, the Employer and PGCOA agree to immediately negotiate a substitution for the invalidated Article, Section or portion thereof.

### **ARTICLE 42 -- DURATION**

This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020. This Agreement shall be automatically renewed from year to year after June 30, 2020 unless either party shall notify the other in writing no later than October 1, 2019 (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.

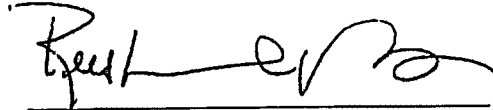
Signed this 4 day of September, 2018 in Largo, Prince George's County,  
Maryland.

FOR THE PRINCE GEORGE'S  
CORRECTIONAL OFFICERS'  
ASSOCIATION, INC. (CIVILIAN UNIT)

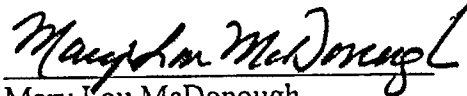


Tammie Owens  
President

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND



Rushern L. Baker, III  
County Executive



Mary Lou McDonough  
Department of Corrections

## **ATTACHMENT A – SALARY SCHEDULES**

### **MIN-MAX SYSTEM**

Effective July 1, 2005, a MIN-MAX only system will replace the current MIN-MAX Longevity Salary Schedule. The minimum rates will be established from the February 6, 2005 minimum rates. The maximum rates will be established by increasing the February 6, 2005 Longevity 6 rates by two and one-half percent (2.5%). Said increase in the Max Step is in addition to the increases in the Max Step as a result of the COLA increases on July 1, 2005 and July 1, 2006.

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.

**SALARY SCHEDULE Q**  
**SCHEDULE OF PAY GRADES (Q6 - Q22)**  
**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**  
**(CIVILIAN UNIT)**  
**EFFECTIVE JULY 1, 2018**  
**MAXIMUM RATE INCREASE 3.5%**

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	10.7586	22.6413
	BIWKLY	860.68	1811.31
	ANNUAL	22,378	47,094
Q07	HOURLY	11.2602	23.7255
	BIWKLY	900.82	1898.04
	ANNUAL	23,421	49,349
Q08	HOURLY	11.7874	24.8624
	BIWKLY	942.99	1988.99
	ANNUAL	24,518	51,714
Q09	HOURLY	12.3403	26.0574
	BIWKLY	987.22	2084.59
	ANNUAL	25,668	54,199
Q10	HOURLY	12.9222	27.3106
	BIWKLY	1033.77	2184.84
	ANNUAL	26,878	56,806
Q11	HOURLY	13.5320	28.6280
	BIWKLY	1082.56	2290.24
	ANNUAL	28,147	59,546
Q12	HOURLY	14.1728	30.0106
	BIWKLY	1133.82	2400.85
	ANNUAL	29,479	62,422
Q13	HOURLY	14.8455	31.4623
	BIWKLY	1187.64	2516.98
	ANNUAL	30,879	65,442

Q14	HOURLY	15.5518	32.9867
	BIWKLY	1244.15	2638.93
	ANNUAL	32,348	68,612
Q15	HOURLY	16.2937	34.5875
	BIWKLY	1303.49	2767.00
	ANNUAL	33,891	71,942
Q16	HOURLY	17.0726	36.2680
	BIWKLY	1365.80	2901.44
	ANNUAL	35,511	75,437
Q17	HOURLY	17.8900	38.0326
	BIWKLY	1431.20	3042.61
	ANNUAL	37,211	79,108
Q18	HOURLY	18.7486	39.8872
	BIWKLY	1499.89	3190.97
	ANNUAL	38,997	82,965
Q19	HOURLY	19.6506	41.8314
	BIWKLY	1572.05	3346.51
	ANNUAL	40,873	87,009
Q20	HOURLY	20.5969	43.8739
	BIWKLY	1647.75	3509.91
	ANNUAL	42,841	91,258
Q21	HOURLY	21.5909	46.0188
	BIWKLY	1727.27	3681.50
	ANNUAL	44,909	95,719
Q22	HOURLY	22.6348	48.2709
	BIWKLY	1810.79	3861.67
	ANNUAL	47,080	100,403

The minimum hourly rates are the October 1, 2017 minimum rates. The maximum rates are the October 1, 2017 maximum rates multiplied by 1.035%. 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 Q**  
**SCHEDULE OF PAY GRADES (Q6 - Q22)**  
**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**  
**(CIVILIAN UNIT)**  
**EFFECTIVE JANUARY 6, 2019**  
**MINIMUM WAGE / WAGE SCALE ADJUSTMENT #1**

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	11.5000	24.2006
	BIWKLY	920.00	1936.05
	ANNUAL	23,920	50,337
Q07	HOURLY	12.0750	25.4106
	BIWKLY	966.00	2032.85
	ANNUAL	25,116	52,854
Q08	HOURLY	12.6788	26.6812
	BIWKLY	1014.30	2134.49
	ANNUAL	26,372	55,497
Q09	HOURLY	13.3127	28.0152
	BIWKLY	1065.02	2241.22
	ANNUAL	27,690	58,272
Q10	HOURLY	13.9783	29.4160
	BIWKLY	1118.27	2353.28
	ANNUAL	29,075	61,185
Q11	HOURLY	14.6772	30.8868
	BIWKLY	1174.18	2470.94
	ANNUAL	30,529	64,245
Q12	HOURLY	15.4111	32.4311
	BIWKLY	1232.89	2594.49
	ANNUAL	32,055	67,457
Q13	HOURLY	16.1817	34.0527
	BIWKLY	1294.53	2724.21
	ANNUAL	33,658	70,830

Q14	HOURLY	16.9907	35.7553
	BIWKLY	1359.26	2860.42
	ANNUAL	35,341	74,371
Q15	HOURLY	17.8403	37.5431
	BIWKLY	1427.22	3003.45
	ANNUAL	37,108	78,090
Q16	HOURLY	18.7323	39.4202
	BIWKLY	1498.58	3153.62
	ANNUAL	38,963	81,994
Q17	HOURLY	19.6689	41.3912
	BIWKLY	1573.51	3311.30
	ANNUAL	40,911	86,094
Q18	HOURLY	20.6523	43.4608
	BIWKLY	1652.19	3476.86
	ANNUAL	42,957	90,398
Q19	HOURLY	21.6850	45.6338
	BIWKLY	1734.80	3650.71
	ANNUAL	45,105	94,918
Q20	HOURLY	22.7692	47.9155
	BIWKLY	1821.54	3833.24
	ANNUAL	47,360	99,664
Q21	HOURLY	23.9077	50.3113
	BIWKLY	1912.61	4024.90
	ANNUAL	49,728	104,648
Q22	HOURLY	25.1031	52.8269
	BIWKLY	2008.24	4226.15
	ANNUAL	52,214	109,880

This wage scale is to reflect the County's minimum wage rate of \$11.50 and incremental adjustments between each grade for both the minimum and maximum wages. 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 Q**  
**SCHEDULE OF PAY GRADES (Q6 - Q22)**  
**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**  
**(CIVILIAN UNIT)**  
**EFFECTIVE JANUARY 6, 2019 – WAGE SCALE ADJUSTMENT #2**  
**COLA 1.75%**

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	11.7013	24.6241
	BIWKLY	936.10	1969.93
	ANNUAL	24,339	51,218
Q07	HOURLY	12.2863	25.8553
	BIWKLY	982.91	2068.43
	ANNUAL	25,556	53,779
Q08	HOURLY	12.9006	27.1481
	BIWKLY	1032.05	2171.85
	ANNUAL	26,833	56,468
Q09	HOURLY	13.5457	28.5055
	BIWKLY	1083.65	2280.44
	ANNUAL	28,175	59,291
Q10	HOURLY	14.2229	29.9308
	BIWKLY	1137.84	2394.46
	ANNUAL	29,584	62,256
Q11	HOURLY	14.9341	31.4273
	BIWKLY	1194.73	2514.18
	ANNUAL	31,063	65,369
Q12	HOURLY	15.6808	32.9987
	BIWKLY	1254.46	2639.89
	ANNUAL	32,616	68,637
Q13	HOURLY	16.4648	34.6486
	BIWKLY	1317.19	2771.89
	ANNUAL	34,247	72,069

Q14	HOURLY	17.2881	36.3810
	BIWKLY	1383.05	2910.48
	ANNUAL	35,959	75,673
Q15	HOURLY	18.1525	38.2001
	BIWKLY	1452.20	3056.01
	ANNUAL	37,757	79,456
Q16	HOURLY	19.0601	40.1101
	BIWKLY	1524.81	3208.81
	ANNUAL	39,645	83,429
Q17	HOURLY	20.0131	42.1156
	BIWKLY	1601.05	3369.25
	ANNUAL	41,627	87,600
Q18	HOURLY	21.0138	44.2214
	BIWKLY	1681.10	3537.71
	ANNUAL	43,709	91,980
Q19	HOURLY	22.0645	46.4324
	BIWKLY	1765.16	3714.59
	ANNUAL	45,894	96,579
Q20	HOURLY	23.1677	48.7541
	BIWKLY	1853.41	3900.32
	ANNUAL	48,189	101,408
Q21	HOURLY	24.3261	51.1918
	BIWKLY	1946.08	4095.34
	ANNUAL	50,598	106,479
Q22	HOURLY	25.5424	53.7513
	BIWKLY	2043.39	4300.11
	ANNUAL	53,128	111,803

The minimum and maximum rates are the January 6, 2019 (Wage Scale Adjustment #1) adjusted rates increased by 1.0175%. 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 Q**  
**SCHEDULE OF PAY GRADES (Q6 - Q22)**  
**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**  
**(CIVILIAN UNIT)**  
**EFFECTIVE JANUARY 5, 2020**  
**COLA 1.5%**

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	11.8768	24.9935
	BIWKLY	950.14	1999.48
	ANNUAL	24,704	51,986
Q07	HOURLY	12.4706	26.2431
	BIWKLY	997.65	2099.45
	ANNUAL	25,939	54,586
Q08	HOURLY	13.0941	27.5553
	BIWKLY	1047.53	2204.42
	ANNUAL	27,236	57,315
Q09	HOURLY	13.7488	28.9331
	BIWKLY	1099.91	2314.65
	ANNUAL	28,598	60,181
Q10	HOURLY	14.4363	30.3797
	BIWKLY	1154.90	2430.38
	ANNUAL	30,027	63,190
Q11	HOURLY	15.1581	31.8987
	BIWKLY	1212.65	2551.90
	ANNUAL	31,529	66,349
Q12	HOURLY	15.9160	33.4936
	BIWKLY	1273.28	2679.49
	ANNUAL	33,105	69,667
Q13	HOURLY	16.7118	35.1683
	BIWKLY	1336.94	2813.47
	ANNUAL	34,761	73,150

Q14	HOURLY	17.5474	36.9267
	BIWKLY	1403.79	2954.14
	ANNUAL	36,499	76,808
Q15	HOURLY	18.4248	38.7731
	BIWKLY	1473.98	3101.85
	ANNUAL	38,324	80,648
Q16	HOURLY	19.3460	40.7117
	BIWKLY	1547.68	3256.94
	ANNUAL	40,240	84,680
Q17	HOURLY	20.3133	42.7473
	BIWKLY	1625.06	3419.79
	ANNUAL	42,252	88,914
Q18	HOURLY	21.3290	44.8847
	BIWKLY	1706.32	3590.77
	ANNUAL	44,364	93,360
Q19	HOURLY	22.3954	47.1289
	BIWKLY	1791.63	3770.31
	ANNUAL	46,582	98,028
Q20	HOURLY	23.5152	49.4854
	BIWKLY	1881.22	3958.83
	ANNUAL	48,912	102,930
Q21	HOURLY	24.6909	51.9596
	BIWKLY	1975.28	4156.77
	ANNUAL	51,357	108,076
Q22	HOURLY	25.9255	54.5576
	BIWKLY	2074.04	4364.61
	ANNUAL	53,925	113,480

The minimum and maximum rates are the January 6, 2019 (Wage Scale Adjustment #2) adjusted rates increased by 1.5%. 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.

## **ATTACHMENT B - CLASSES OF WORK**

### **UNIT I – Civilian Employees and Professional Employees**

Administrative Aide I, II, III, IV  
Supply/Property Clerk I, II, III, IV  
Supply Technician  
Accountant I, II  
Administrative Assistant I, II  
Budget/Management Analyst I, II  
Correctional Treatment Coordinator I, II  
Crew Supervisor I, II, III  
Executive Administrative Aide (except when those positions are assigned to the offices of the Director; the Deputy Director, Bureau of Operations; and the Deputy Director, Bureau of Administration)  
Investigator I, II  
Personnel Analyst I, II  
Social Worker I, II  
Account Clerk I, II, III, IV  
Accounting Technician  
Assistant Correctional Treatment Coordinator I, II  
Data Entry Operator I, II  
General Clerk I, II, III, IV  
Laboratory Assistant I, II  
Paralegal Assistant I, II, III  
Personnel Aide I, II, III  
Public Safety Aide I, II, III  
Supply Manager I/II



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-080-2018 **Chapter Number:** 79  
**Draft No.:** 1 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.

**Proposer(s):** County Executive  
**Sponsor(s):** Glaros, Toles, Harrison, Lehman, Davis, Turner, Taveras, Franklin and Patterson  
**Item Title:** AN ACT CONCERNING COLLECTIVE BARGAINING AGREEMENT - PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC. (PGCOA) (CIVILIAN UNIT) for the purpose of approving the labor agreement by and between Prince George's County, Maryland and the Prince George's Correctional Officers' Association, Inc. (PGCOA) (Civilian Unit) to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

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**Drafter:** Joseph Adler, PH.D., Office of Human Resources Management  
**Resource Personnel:** Stephanye R. Maxwell, Esq., CPM, Office of Human Resources Management

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
09/11/2018	County Council	presented and referred	PSFM
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Public Safety and Fiscal Management Committee		
09/20/2018	PSFM	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Lehman, seconded by Council Member Turner, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote:  Aye: 4 Davis, Turner, Lehman and Patterson  Absent: 1 Taveras		
09/25/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Davis, Glaros, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		
10/23/2018	County Council	public hearing held	

**Action Text:**

The public hearing was held for this Council Bill

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Vice Chair Turner, seconded by Council Member Franklin, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles  
and Turner

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

16-233

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

Prince George's County, Maryland and the Prince George's Correctional Officers' Association, Inc., (Civilian Unit) have completed labor negotiations on a two-year labor agreement covering Fiscal Years 2019 and 2020. This bill is to adopt and approve the referenced collective bargaining agreement in accordance with Section 16-233(f) of the Prince George's County Code.

A fiscal impact statement will be provided by the Office of Management and Budget.

**NOTE: Retroactively effective to July 1, 2018.**

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**Document(s):** B2018080, CB-80-2018 AIS, CB-80-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-80-2018

**Draft No.:** 1

**Committee:** PUBLIC SAFETY and FISCAL MANAGEMENT

**Date** 9/20/18

**Action:** FAV

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**REPORT:** Favorable, 4-0 In Favor: Council Members Davis, Lehman, Patterson, and Turner.  
Absent: Taveras.

CB-80-2018 is the collective bargaining agreement by and between Prince George's County and the Prince George's Correctional Officers Association Civilian Unit. This agreement sets forth the terms and conditions of employment including wages. While many of the terms and conditions are carried over from previous labor agreements, major modifications include the following:

- 1.75% COLA for FY19, effective the first full pay period in January 2019
- 1.5% COLA for FY20, effective the first full pay period in January 2020
- 3.5% Merit increase for those eligible to receive it on their anniversary dates in FY19 & FY20
- Increase Maximum Steps by 3.5% in FY2019
- Adjust Wage Scale to reflect County mandated minimum wage as the entry level salary (\$11.50 per hour)
- Increase in Shift Differentials
- Increase in Clothing Allowance
- Civilian Field Trainers will receive 60 hours of Compensatory time for each trainee, with a maximum of 120 hours per year.

Joe Adler, Labor Negotiator, Office of Human Resources Management, provided the Committee an overview of CB-80-2019.

Ms. Tammi Owens, President, Correctional Officers, Schedule D, expressed support for CB-80-2018.

The Office of Law reports CB-80-2018 to be in proper legislative form with no legal impediments to its enactment.

The Office of Audits and Investigations reports that CB-80-2018 will have a negative impact on the County of \$347,224 for FY19 and FY20.

After discussion, the Public Safety and Fiscal Management Committee voted CB-80-2018 out favorably 4-0.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2018 Legislative Session**

Bill No. CB-94-2018

Chapter No. 82

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Glaros, Davis, Toles, Turner, Taveras,

Franklin and Patterson

Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Nuisance Abatement Board

3 For the purpose of establishing the compensation of members of the Nuisance Abatement Board  
4 and generally relating to the Nuisance Abatement Board.

5 BY adding and reenacting with amendments:

6 SUBTITLE 14. MORALS AND CONDUCT.

7 Section 14-173

8 The Prince George's County Code

9 (2015 Edition; 2017 Supplement).

10 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
11 Maryland, that Section 14-173 of the Prince George's County Code be and the same is hereby  
12 added and reenacted with the following amendments:

13 SUBTITLE 14. MORALS AND CONDUCT.

14 DIVISION 14. NUISANCE.

15 SECTION 14. NUISANCE ABATEMENT BOARD

16 **Sec. 14-173. Nuisance Abatement Board.**

17 (a) Creation

18 (1) There is hereby created and established a Board to be known and designated as the  
19 Nuisance Abatement Board.

20 (2) The Board shall consist of seven members. There shall be a representative from the  
21 Police Department, the Department of Permitting, Inspections, and Enforcement, and the

1 Fire/EMS Department. The other four citizen members shall be appointed by the County  
2 Executive and approved by the County Council to serve staggered terms of two years each. At  
3 least one of the citizen appointees shall represent the business community. Additionally, a citizen  
4 appointee shall be designated as the Chair of the Board.

5 (3) Any member who fails, without an excused absence, to attend two (2) consecutive  
6 meetings of the Board, or six (6) or more meetings in any given calendar year, shall be  
7 considered to have resigned from the Board.

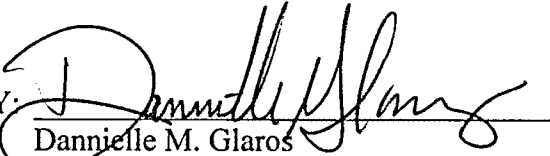
8 (4) Any member may be removed by the County Executive, pursuant to Section 507 of  
9 the County Charter.

10 (5) Citizen members of the Nuisance Abatement Board shall receive a stipend at the  
11 rate of Three Hundred Dollars (\$300) per month. The Chair thereof shall be compensated an  
12 additional One Hundred Dollars (\$100) per month for administrative responsibilities.

13 SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect on forty-five (45)  
14 calendar days after it becomes law.

Adopted this 23<sup>rd</sup> day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

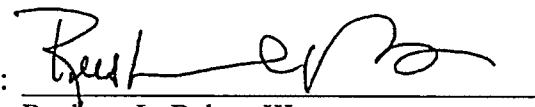
BY:   
Dannielle M. Glaros  
Chair

ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 11/14/2018

BY:   
Rushern L. Baker, III  
County Executive



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-094-2018 **Chapter Number:** 82  
**Draft No.:** 1 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.  
**Proposer(s):** County Executive  
**Sponsor(s):** Glaros, Davis, Toles, Turner, Taveras, Franklin and Patterson  
**Item Title:** AN ACT CONCERNING NUISANCE ABATEMENT BOARD for the purpose of establishing the compensation of members of the Nuisance Abatement Board and generally relating to the Nuisance Abatement Board.

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**Drafter:** Brad Frome, Office of the County Executive  
Assistant Deputy Chief Administrative Officer for Economic Development & Public Infrastructure  
**Resource Personnel:** Brad Frome, Office of the County Executive  
Assistant Deputy Chief Administrative Officer for Economic Development & Public Infrastructure

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
09/18/2018	County Council	presented and referred	COW
	<b>Action Text:</b> This Council Bill was presented by the Chairman, by request of the County Executive, and referred to the Committee of the Whole		
09/25/2018	COW	Favorably recommended	County Council
	<b>Action Text:</b> A motion was made by Council Member Davis, seconded by Vice Chair Turner, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		
09/25/2018	County Council	introduced	
	<b>Action Text:</b> This Council Bill was introduced by Council Members Davis, Glaros, Toles, Turner, Taveras, Franklin and Patterson		
10/23/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Council Member Franklin, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 8 Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner

Absent: 1 Harrison

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

14-173

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This bill establishes compensation for the Citizen members of the Nuisance Abatement Board. Members of the Nuisance Abatement Board do not receive compensation for their services in the form of salary. Citizen members will receive this monthly stipend in recognition for their service to the organization

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**Document(s):** B2018094, CB-94-2018 AIS, CB-94-2018 Report

# **PRINCE GEORGE'S COUNTY COUNCIL**

## **COMMITTEE REPORT**

**2018 Legislative Session**

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**Reference No.:** CB-94-2018

**Draft No.:** 1

**Committee:** COMMITTEE OF THE WHOLE

**Date:** 9/25/2018

**Action:** FAV

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### **REPORT:**

The Committee of the Whole met on September 25, 2018 to discuss CB-94-2018. The representative from the Office of the County Executive spoke in support of the legislation, provided information about the judges, and discussed the role of the Department of Permitting, Inspections, and Enforcement and the Office of the County Attorney. The County Council voted 9-0 in favor of CB-94-2018.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-96-2018  
 Chapter No. 83  
 Proposed and Presented by Council Member Toles  
 Introduced by Council Member Toles  
 Co-Sponsors \_\_\_\_\_  
 Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Residential Parking

3 For the purpose of increasing residential parking fines, including any residential parking permit  
 4 area fines and generally relating to residential parking.

5 BY repealing and reenacting with amendments:

6 SUBTITLE 26. VEHICLES AND TRAFFIC.

7 Section 26-127.04 and 26-140,

8 The Prince George's County Code

9 (2015 Edition; 2017 Supplement).

10 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 11 Maryland, that Sections 26-127.04 and 26-140 of the Prince George's County Code be and the  
 12 same are hereby repealed and reenacted with the following amendments:

13 SUBTITLE 26. VEHICLES AND TRAFFIC.

14 DIVISION 8. PARKING REGULATIONS.

15 **Sec. 26-127.04. - Stopping, standing, or parking prohibited in specified places.**

16 (a) General rule. The provisions of this Section apply except as necessary to avoid  
 17 conflict with other traffic or in compliance with law or the directions of a police officer or traffic  
 18 control device.

19 (b) Stopping, standing, or parking. No person shall stop, stand, or park a vehicle:

20 (1) In front of a public driveway;

21 (2) On a sidewalk;

- 1           (3) In an intersection;
- 2           (4) On a crosswalk;
- 3           (5) Between a safety zone and the adjacent curb or within thirty (30) feet of points
- 4 on the curb immediately opposite the ends of a safety zone, unless the Director indicates a
- 5 different length by signs or markings;
- 6           (6) Alongside or opposite any highway excavation or obstruction if to do so would
- 7 obstruct traffic;
- 8           (7) On any bridge or other elevated structure on a highway;
- 9           (8) In a highway tunnel;
- 10          (9) At any place where stopping is prohibited by an official sign; or
- 11          (10) On any entrance or exit ramp of any highway with two or more lanes for traffic
- 12 moving in the same direction.
- 13          (c) Standing or parking. No person shall stand or park a vehicle:
- 14           (1) Within three (3) feet of a private driveway without the consent of the owner or
- 15 occupant of the premises;
- 16           (2) Within fifteen (15) feet of a fire hydrant;
- 17           (3) Within twenty (20) feet of a crosswalk at an intersection;
- 18           (4) Within thirty (30) feet on the approach to any flashing signal, stop sign, yield
- 19 sign, or traffic control signal located at the side of a roadway;
- 20           (5) Within twenty (20) feet of the driveway entrance to any fire station or on the side
- 21 of a highway opposite the entrance to any fire station within seventy-five (75) feet of the
- 22 entrance, if properly sign posted;
- 23           (6) At any place where standing is prohibited by an official sign;
- 24           (7) On the roadway side of any other vehicle that is stopped or parked at the edge or
- 25 curb of a highway; or
- 26           (8) On a curve or hill where solid lines on the surface of the roadway indicate a zone
- 27 in which passing is prohibited;
- 28           (9) With both of the side wheels more than twelve (12) inches from the curb;
- 29           (10) In a direction other than the flow of traffic;
- 30           (11) So as to prevent another vehicle already stopped near the curb or otherwise
- 31 legally parked, from moving away;

(12) Not wholly within a designated parking space, or within two (2) feet of the front or rear bumper of another vehicle parked at or parallel to the curb;

(13) In a taxi stand when properly posted by official signs;

(14) Upon any street or alley in such a manner or under such conditions as to leave available less than nine (9) feet of the width of a roadway for free movement of vehicular traffic;

(15) Upon any street where no-passing lines have been marked in such a manner or under such conditions as to leave available less than nine (9) feet of width of the roadway between said vehicle and the no-passing line;

(16) Upon the left-hand side of a highway which includes two or more separate roadways with traffic restricted to one direction upon any such roadway unless signs are erected to permit such standing or parking on any such one-way roadway;

(17) Between the curb lines and the adjacent property lines except where signs are installed designating this as a permissible parking area.

(18) On an unpaved area of a residential lot.

(19) Within ten feet of a curb-side residential mailbox, except Sundays and Federal holidays, subject to a complaint by the property owner.

(20) On any County roads, County property or in a County right-of-way for the sale or attempted sale of a vehicle or vehicles.

(d) Parking. No person shall park a vehicle:

(1) Within fifty (50) feet of the nearest rail in a railroad grade crossing;

(2) Unless for the use of handicapped individual, in a space or zone marked as restricted for the use of handicapped individuals;

(3) At any other place where parking is prohibited by an official sign.

(e) Penalty. Any person issued a citation for a violation of this Section shall be subject to a fine of Fifty Dollars (\$50.00) and for curbstoning, a fine of up to One Thousand Dollars (\$1,000) for each offense.

(f) Penalty. Notwithstanding Section 26-127.04(e), any person issued a citation for a violation of this Section pertaining to residential parking shall be subject to a fine of One Hundred Dollars (\$100.00).

\* \* \* \* \*

**Sec. 26-140 Parking area violation; penalty.**

1 (a) No person shall park any vehicle or use any parking permit in a manner contrary to the  
2 regulations and provisions established by the County Executive pursuant to this Division.

3 (b) Any person issued a citation for a violation of this Section shall be subject to a fine of  
4 [Fifty Dollars (\$50.00)] One Hundred Dollars (\$100.00) for each violation.

5 (c) It shall be the duty of the Police Officers of the County, the Revenue Authority, or any  
6 other County employees specifically designated by the County Executive, to enforce the  
7 provisions of this Division. The Police Department is authorized to impound and remove any  
8 vehicle parked in violation of the regulations and provisions established pursuant to this Division  
9 without prior notice pursuant to Division 18 of this Subtitle.


10 (d) The Revenue Authority may designate persons to enforce the provisions of this  
11 Division for property owned or operated by the Revenue Authority or other such public parking  
12 facilities or streets and highways as may be designated by Executive Order and approved by the  
13 County Council for enforcement by the Revenue Authority.

14 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
15 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
16 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
17 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
18 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
19 Act, since the same would have been enacted without the incorporation in this Act of any such  
20 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
21 or section.

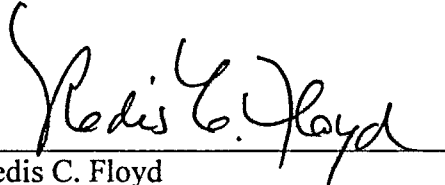
22 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
23 calendar days after it becomes law.

Adopted this 23rd day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

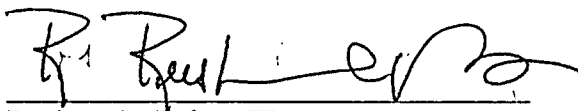
BY:   
Dannielle M. Glaros  
Chair

ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 11/14/2018

BY:   
Rushern L. Baker, III  
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.

\* \* \* \* \*



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 12/31/2018  
**Reference No.:** CB-096-2018 **Chapter Number:** 83  
**Draft No.:** 1 **Public Hearing Date:** 10/23/2018 @ 10:00 a.m.  
**Proposer(s):** Toles  
**Sponsor(s):** Toles  
**Item Title:** AN ACT CONCERNING RESIDENTIAL PARKING for the purpose of increasing residential parking fines, and generally relating to residential parking.

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**Drafter:** Kathleen H. Canning, Legislative Officer  
**Resource Personnel:** Y. Pleshette Monroe, Chief of Staff, District 7

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
09/25/2018	County Council	introduced and referred	THE
	<b>Action Text:</b> This Council Bill was introduced by Council Member Toles and referred to the Transportation, Housing and the Environment Committee		
10/11/2018	THE	Reported out with no recommendation	County Council
	<b>Action Text:</b> A motion was made by Vice Chair Toles, seconded by Council Member Lehman, that this Council Bill be Favorably recommended to the County Council. The motion carried by the following vote: Aye: 4 Turner, Toles, Lehman and Taveras Absent: 1 Franklin		
10/23/2018	County Council	public hearing held	
	<b>Action Text:</b> The public hearing was held for this Council Bill		
10/23/2018	County Council	amended (1)	
	<b>Action Text:</b> A motion was made by Council Member Toles, seconded by Council Member Davis, that this Council Bill be amended (1). The motion carried by the following vote: Aye: 8 Glaros, Davis, Franklin, Lehman, Patterson, Taveras, Toles and Turner Absent: 1 Harrison		

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Lehman, seconded by Council Member Toles, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 5 Franklin, Harrison, Lehman, Patterson and Toles

Nay: 1 Glaros

Absent: 3 Davis, Taveras and Turner

11/14/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

26-127.04

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

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**Document(s):** B2018096, CB-96-2018 AIS, CB-96-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-96-2018

**Draft No.:** 1

**Committee:** TRANSPORTATION, HOUSING AND ENVIRONMENT

**Date:** OCTOBER 11, 2018

**Action:** N/R

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### REPORT:

Committee Vote: No Recommendation, 4-0 (In favor: Council Members Turner, Toles, Lehman and Taveras)

CB-96-2018 amends Section 26-127.04 of the Prince George's County Code setting forth the County parking regulations detailing the stopping, standing, and parking prohibitions in the County.

The Legislative Officer provided an overview indicating that under current law, the fine for violation of the residential and non-residential citations is \$50.00. This bill would increase the fine for a violation of a residential citation to \$100.00.

The Bill sponsor, Council Member Toles, indicated the need for this legislation since parking in residential communities is becoming increasingly difficult especially for our seniors. The Bill sponsor recognized that increasing the citation to \$100.00 is higher than other regions; but indicated that Prince George's County has more suburban areas and the higher rate would act as deterrent while generating revenue for the county to offset enforcement responsibilities.

The Office of the County Executive liaison expressed support of CB-96-2018.

The Office of Law finds it to be in proper legislative form and see no legal impediments to its enactment.

Ms. Dianne Harris, Manager, Community Relations, and Mr. Anthony Poteat, Chief Operating Officer both from the Revenue Authority provided additional information and responses to committee concerns. Mr. Poteat indicated his agency supports and agreed that it has become a hardship for seniors to find parking in their communities. Mr. Poteat provided a summary of citations in neighboring jurisdictions: Baltimore \$52, Montgomery County \$50, Baltimore City, \$52, Annapolis \$40, \$70 and \$105 (scale) and Washington, DC \$50.

A Council Member raised the question regarding warnings prior to the issuance of a citation.

The Revenue Authority representative indicated that the only warnings are for “72” hour violations.

A question was raised regarding the language on page three (3), (C), lines 23 – 26 as it relates to the fines and in particular “curb stoning” (selling cars) which has a fine of up to \$1,000. Mr. Poteat indicated that the fines hadn’t been raised since 2011. The violations in this section are subjected to a fine of \$50 dollars except for curb stoning.

A question was raised regarding the language on page 3, (f), lines 27 – 29, if it pertained to communities with the Parking Permit Program. The Revenue Authority interpretation was that it did include the communities that participated in the parking permit program. However, the sponsor indicated that was not the intent of the legislation.

No amendment of substance can be offered since CB-96-2018 went straight to introduction. Therefore, CB-96-2018 was moved with no recommendation with clarifying language be considered at the time of the public hearing.

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2018 Legislative Session**

Bill No. CB-11-2018  
 Chapter No. 84  
 Proposed and Presented by The Chair (by request – County Executive)  
 Introduced by Council Members Davis, Glaros, Turner, Taveras, Franklin and Patterson  
 Co-Sponsors \_\_\_\_\_  
 Date of Introduction September 25, 2018

**BILL**

1 AN ACT concerning

2 Short-Term Rentals

3 For the purpose of establishing permitting and licensing requirements, fees and applicable  
 4 standards for short-term rentals and generally related to short-term rentals.

5 BY adding:

6 SUBTITLE 5. BUSINESSES AND LICENSES.

7 Sections 7A-101, 7A-102, 7A-103, 7A-104, 7A-105,  
 8 7A-106, 7A-107, 7A-108, 7A-109, 7A-110, 7A-111,  
 9 and 7A-112,

10 The Prince George's County Code  
 11 (2015 Edition; 2017 Supplement).

12 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 13 Maryland, that Sections 7A-101, 7A-102, 7A-103, 7A-104, 7A-105, 7A-106, 7A-107, 7A-108,  
 14 7A-109, 7A-110, 7A-111, and 7A-112 of the Prince George's County Code be and the same are  
 15 hereby added with the following amendments:

16 SUBTITLE 5. BUSINESSES AND LICENSES.

17 DIVISION 7A. SHORT-TERM RENTALS.

18 **Sec. 7A-101. Purpose & Findings.**

19 (a) This Division is to establish the licensing requirements for short-term rentals within  
 20 Prince George's County, Maryland. It also establishes the rules, regulations, fees, penalties and  
 21 enforcement provisions for short-term rentals. In the shared economy, hosting platforms enable

1 people to utilize and rent his or her home on a short-term basis. Short-term rentals are not  
 2 regulated to the same standards as a hotel or motel, however, individuals utilizing short-term  
 3 rentals and the associated hosting platforms acknowledge, understand and accept these  
 4 differences in standards. Rental licenses are different from short-term rental licenses and cannot  
 5 be used interchangeably. Rental licenses are regulated pursuant to Subtitle 13 Division 4. Short-  
 6 term rental licenses are regulated pursuant to Subtitle 5 Division 7A. Each license must be  
 7 applied for separately, adhering to and satisfying the applicable standards for each license.

8 **Sec. 7A-102. Definitions.**

9 In this Subtitle, the following words shall have the meaning indicated.

10 (a) **Booking service** means a reservation and/ or payment service provided by a person or  
 11 entity that facilitates a short-term rental transaction between a host and a prospective short-term  
 12 rental guest for which the person or entity collects fees in connection with the reservation, or  
 13 facilitates payment services between the host and guest.

14 (b) **Days** means calendar days.

15 (c) **Department** means the Department of Permitting, Inspections, and Enforcement.

16 (d) **Director** means the Director of the Department of Permitting, Inspections, and  
 17 Enforcement.

18 (e) **Dwelling unit** means one or more bedrooms providing permanent provisions for  
 19 sleeping.

20 (f) **Host** means a legal owner of a residential dwelling unit and who provides or offers to  
 21 provide all or part of a residential dwelling unit for short-term rental and has obtained a short-  
 22 term rental license from Prince George's County. The host must provide proof of ownership  
 23 with a copy of his or her Homestead Tax Credit filing.

24 (g) **Hosting platform ("Platform")** means a person or entity that facilitates a short-term  
 25 rental by providing booking services through which a licensed host may lawfully provide a  
 26 residential dwelling unit for short-term rental use.

27 (h) **Nuisance** means the following:

28 (1) An act or condition knowingly created, performed, or maintained on private  
 29 property that constitutes a local code violation and that:

30 (A) Significantly affects other residents of the neighborhood;

31 (B) Diminishes the value of neighboring property; and is injurious to public

1 health, safety, or welfare of neighboring residents; or obstructs the reasonable use of other  
 2 property in the neighborhood;

3 (2) A property where the tenant, owner, or other occupant has been convicted of  
 4 violations of § 10-201 or § 10-202 of the Criminal Law Article for conduct occurring on, in, or in  
 5 relation to the property; or

6 (3) A property to which police or other law enforcement agencies have responded to  
 7 complaints or calls for service three (3) or more times within any 30 day period.

8 (i) **Owner Occupied** means the host and legal owner of a residential dwelling unit who is  
 9 present during the entire time of the short-term rental. Owner Occupied short-term rentals shall  
 10 not be utilized by a short-term rental guest for more than 180 days per calendar year.

11 (j) **Permanent resident** means an individual who is domiciled in Prince George's County,  
 12 Maryland, maintains a place of abode in Prince George's County for 180 or more days during the  
 13 year and is the individual who owns the property and obtains the homestead tax credit at that  
 14 address. For purposes of this Subtitle, a host may have only one (1) permanent address, which is  
 15 the address the host uses to obtain the homestead credit.

16 (k) **Short-term rental** means a residential dwelling unit occupied by a short-term rental  
 17 guest, other than a permanent occupant, for fewer than 31 consecutive days and no more than 90  
 18 days per calendar year, where a host receives monetary compensation for such occupancy, if the  
 19 owner is not present during the rental. A short-term rental may be occupied by a short-term  
 20 rental guest for no more than 180 days per calendar year, if the host is present during the short-  
 21 term rental. A short-term rental provider shall not combine time limits for short-term rentals.  
 22 The maximum allowable days for a short-term rental are 180 calendar days, provided all  
 23 requirements are met for that time frame. A short-term rental is a tourist home that is an  
 24 accessory use to a dwelling, but does not include a hotel, motel, inn, boarding house, group  
 25 residential facility, and fraternity or sorority house.

26 (l) **Short-term rental guest** means a transient who occupies, or has the right to occupy, a  
 27 lawfully licensed short-term rental for a period of 30 days or less during any one continuous stay.  
 28 This does not include a hotel, motel, inn, boarding house, group residential facility, fraternity or  
 29 sorority house.

30 (m) **Short-term rental provider** means a licensed host who lawfully offers for rent a  
 31 short-term residential rental and does not include a hotel, motel, inn, boarding house, group

1 residential facility, and fraternity or sorority house.

2 **Sec. 7A-103. Standards for Short-Term Rentals.**

3 (a) Except as provide in 7A-103 (b), a short-term rental license shall be obtained prior to  
 4 operation and the short-term licensee shall comply with all applicable license requirements  
 5 pursuant to this Division and the Prince George's County Code.

6 (b) A person who has filed a complete application with the Department for a short-term  
 7 rental license may operate a short-term rental for no more than 90 calendar days while the  
 8 application is being assessed and evaluated by the Department. A person who has filed a  
 9 complete application with the Department shall follow all of the requirements of a short-term  
 10 rental provider during the 90 day operation of the short-term rental. The Department shall  
 11 provide a 90 calendar day certificate upon determining that the property is the applicant's  
 12 primary residence. The certificate shall state the start and end date of the 90 calendar days and  
 13 there is a pending application for a short-term rental license. The issuance of a certificate while  
 14 an application is pending does not guarantee that an applicant will be approved for a short-term  
 15 rental license.

16 1. If an applicant has been previously denied a license or his or her license has  
 17 been suspended or revoked, the Department shall not issue a certificate for the 90 calendar day  
 18 operation of a short-term rental.

19 2. The provisions of this 7A-103(b) may not be used to circumvent the provisions  
 20 and intent of this Division.

21 (c) No person shall advertise or host a short-term rental unless the person maintains a  
 22 short-term rental license for the specific address issued by the Department, or pursuant to section  
 23 7A-103 (b) there is a complete and a filed application is being assessed during the 90 calendar  
 24 day period.

25 (d) The maximum allowable days are 180 calendar days. A short-term rental licensee or  
 26 applicant with a certificate from the Department shall not combine days to exceed beyond the  
 27 maximum 180 calendar days. All applicable time frames shall be followed as outlined in this  
 28 Division.

29 1. An owner occupied short-term rental shall not combine the 180 calendar days with  
 30 any other days or time frames for short-term rentals.

31 2. A short-term rental that is not occupied by the owner shall not combine days with

any other time frames to exceed the maximum allowable days.

3. A person who has filed a complete application with the Department and has been issued a certificate shall not combine days to exceed beyond the maximum allowable days. Every day that the person who has filed a complete application with the Department and received a certificate, rents his or her short term rental, it is counted towards the maximum allowable days.

(e) Short-term rental licenses shall only be issued to hosts that utilize platforms licensed by Prince George's County, Maryland.

(f) There shall be a completed application filed with the Department. Once the completed application has been filed, the Department will assess the application for compliance with all of the requirements for a short-term rental license. After the assessment of the application, the Department may approve the application and issue a short-term rental license.

(g) The Department will maintain a database for all short-term rental licensees, which will include, but is not limited to emergency contact information for the licensed host and the person designated as the emergency contact. Prince George's County Government and Municipal Officials will have the ability to gain access to the host and emergency contact information in the short-term rental database.

#### **Sec. 7A-104. License Application for Short-Term Rentals; Hosts.**

(a) The Department may issue an annual short-term rental license to an eligible applicant.

(b) Each short-term rental license expires annually on the anniversary of its issuance.

(c) Fraud, misrepresentation, false statement and inaccuracies in the application or supporting documents shall be grounds for immediate revocation or denial of the short-term rental license. All the requirements of this Subtitle shall be continuously maintained throughout the duration of the license. Failure to do so shall be grounds for immediate revocation or denial of the short-term rental license.

(d) Shall pay all applicable fees associated with the application and approval of the license, including the initial \$150 licensing fee, thereafter there will be an annual fee of \$150;

1) The fees are subject to change; any change in the licensing fee shall be prescribed in the Table of Fees.

(e) An applicant for a short-term rental license shall:

(1) Obtain liability insurance of at least \$1,000,000.

1           a. May utilize a platform's liability insurance if the liability insurance is at least  
2           \$1,000,000 and is approved by the Department.

3           (2) Provide a copy of current and valid liability insurance of at least \$1,000,000;

4           (3) Attest and ensure that each short-term rental unit has a working smoke detector  
5           and carbon monoxide detector in every bedroom, sleeping area and on all habitable floors;

6           (4) Provide a picture to the Department as proof of the required smoke detectors and  
7           carbon monoxide detectors;

8           (5) Attest and ensure that each short-term rental unit has properly maintained and  
9           charged fire extinguishers in every bedroom, sleeping area and on all habitable floors;

10          (6) Provide a picture to the Department as proof of the required fire extinguishers;

11          (7) Attest and ensure that each short-term rental has a posting of emergency contact  
12          information on the interior of the rental, a floor plan that indicates fire exits and escape routes  
13          that is conspicuously placed on the interior portion of the main entrance and in each room where  
14          there are sleeping quarters in the short-term rental;

15          (8) Provide a picture to the Department as proof of the conspicuously placed posting  
16          of the emergency contact information on the interior of the rental, a floor plan that indicates fire  
17          exits and escape routes;

18          (9) Attest and ensure the short-term rental is in compliance with all applicable laws  
19          and codes including but not limited to Subtitle 4 of the Prince George's County Code, all  
20          applicable property maintenance, electrical, plumbing and building codes;

21          (10) Attest and ensure that notification has been provided to homeowner associations,  
22          condominium associations, common ownership communities, cooperatives, and, where  
23          applicable, municipalities where the short-term rental is located;

24          (11) Attest and ensure compliance with the requirements of homeowner associations,  
25          condominium associations, common ownership communities, and cooperatives where the short-  
26          term rental is located;

27          (12) Attest and ensure that the short-term rental has provided at least one (1) off street  
28          parking space for every three (3) overnight guests;

29          (13) Provide proof of availability of off street parking for the short-term rental;

30          (14) Provide proof of intent to apply for the short-term rental license has been  
31          provided to the following neighbors and/or individuals in the adjacent homes including but

limited to:

(A) The neighbors that are to the immediate left, of the short-term rental

property;

(B) The neighbors that are to the immediate right, of the short-term rental

property;

(C) The neighbors that are in front of the short-term rental property;

(D) The neighbors that are behind the short-term rental property;

(E) The Department shall provide the approved notification letter for short-term

license applicants;

(15) Attest and ensure that the short-term rental is the permanent residence of the host;

(16) Attest and ensure the short-term rental has two (2) outdoor trash and one (1)

recycling receptacles with tight fitting lids;

(17) Provide proof of ownership of the short-term rental property; a copy of the host's homestead property tax credit for the location of the short-term rental;

(18) Attest and ensure that the property has no outstanding taxes or liens and the property has no code violations;

(19) Attest and ensure that accurate and current contact information of the owner of the short-term rental is provided on the application; the contact information shall include the following:

(A) The host's primary physical mailing address;

(B) The host's cell phone number;

(C) The host's email address;

(20) Attest and ensure that accurate and current information of an individual that will serve as the emergency contact, other than the host, who resides within Prince George's County or within 25 miles if the emergency contact resides outside of Prince George's County. The emergency contact and is responsible for responding to the short-term rental for any issues that require immediate attention. This information shall be provided on the application; the contact information shall include the following:

(A) The individual's primary physical mailing address;

(B) The individual's cell phone number;

(C) The individual's email address;

1        (21) Provide, within five (5) business days, updates to the contact information  
 2 immediately or risk having the license revoked or denied;

3        (22) Provide a list of all the licensed platforms the applicant intends to utilize;

4        (23) Attest and ensure that the rules, as approved by the Department per Section 7A-  
 5 109(a) regarding short-term rental guests are posted on or by the main entrance used by the  
 6 transients pursuant to Section 7A-109 of this Division.

7        (f) The Department may require evidence of any of the above requirements in any form or  
 8 manner it directs.

9        **Sec. 7A-105. Short-Term Rentals Licenses; Issuance and Renewal of Licenses for Hosts.**

10       (a) No license for a short-term rental shall be issued to a host until the application has been  
 11 successfully and satisfactorily completed. All documentation shall be submitted and all  
 12 requirements shall be adhered to prior to a determination being made about the issuance of a  
 13 short-term license to the applicant.

14       (b) Each short-term rental license expires annually on the anniversary of its issuance. The  
 15 host must apply to renew the license thirty (30) days before the current license expires. Upon  
 16 approval of the renewal license, the host shall submit the applicable licensing fee.

17       1. The fees are subject to change; any change in the licensing fee shall be prescribed in  
 18 the Table of Fees.

19       (c) In addition to complying with all of the application requirements set forth in Section  
 20 7A-104, the renewal applicant shall provide a copy of short-term rental guest log required by  
 21 Sec. 7A-106.

22       **Sec. 7A-106. Short-Term Rentals Licenses; Host Requirements.**

23       (a) No one shall engage in the business of the short-term rentals without having obtained a  
 24 license under this Division.

25       (b) A person who has filed a complete application with the Department for a short-term  
 26 rental license may operate a short-term rental for no more than 90 calendar days while  
 27 the application is being assessed and evaluated by the Department. A person who has  
 28 filed a complete application with the Department shall follow all of the requirements of  
 29 a short-term rental provider during the 90 day operation of the short-term rental as  
 30 prescribed in this Division and section 7A-103.

31       (c) No one shall utilize or list on a hosting platform without a short-term rental license,

1 except as prescribed in section 7A-103 (b).

2 (d) Anyone issued a short-term rental license shall do the following:

3 1. Shall collect and remit all applicable hotel taxes through the platform;

4 2. Shall display conspicuously on interior of the short-term rental, the license with  
5 contact information of the licensed host, the Prince George's County, Maryland based emergency  
6 contact pursuant to Section 7A-104(c)(19) and the contact information for the Department;

7 3. Shall not rent the short-term rental for more than 30 consecutive days;

8 4. Shall not rent the short-term rental more than 90 days per calendar year if the short-  
9 term rental is unoccupied by the owner;

10 5. Shall not rent the short-term rental more than 180 days per calendar year if the short-  
11 term rental is owner occupied;

12 6. Shall not combine allowable time frames to exceed the permissible calendar days for  
13 short-term rentals;

14 7. Shall not permit more than a total of eight (8) guests at any one time and there shall  
15 not be more than three (3) guests per bedroom;

16 8. Shall not permit any other individuals to utilize the short-term rental other than  
17 registered short-term rental guests;

18 (e) Maintain a log of all short-term rental guests that have rented the short-term rental  
19 when applying to renew the short-term rental license that shall be provided when applying for  
20 renewal of the short-term license;

21 (1) The log shall contain the following information:

22 (A) The total number of short-term rental guests that stay in the short term rental  
23 for the calendar year beginning the first day of January of each year and ending the last day of  
24 December;

25 (B) The total number of short-term rental guests that stay during each individual  
26 rental;

27 (C) The dates the short-rental is rented by a short-term rental guest;

28 (D) The number of days and dates the short-term rental was owner occupied; and

29 (E) The total number of days and dates when the short-term rental was not owner  
30 occupied.

31 **Sec. 7A-107. Short-Term Rental Hosting Platform License; Requirements.**

(a) Short-term rental hosting platforms shall be registered with the Department.

(b) Platforms shall pay an annual licensing fee of \$2,500 to lawfully operate in Prince George's County, Maryland.

(1) The fees are subject to change; any change to the annual \$2,500 licensing fee shall be prescribed in the Table of Fees.

(c) Platforms shall require any short-term rental host to submit a copy of the host's rental license or 90 day pending application certificate to the platform, prior to the rental being listed on the platform.

(d) Platforms shall provide the following information to the Department on an annual basis. The information shall be submitted to the Department by January 1. The required information is as follows:

(1) The total number of short-term rentals listed on the platform during the applicable reporting period;

(2) A complete listing of all Prince George's County properties listed in the platform for the current and upcoming reporting periods;

(3) The total number of nights that each listing on the platform was rented to transients during the applicable reporting period.

(e) All platforms shall remit all hotel taxes, including but not limited to those collected by the short-term rental provider or applicant, as outlined in this section and Subtitle 10 Division 8 of the Prince George's County Code and:

(1) Such quarterly payments shall be made on or before the last days of April, July, October and January in each year. They shall cover the amounts collected during the three (3) months immediately preceding the months in which reports and remittances are required. Such quarterly payments shall be made on or before the last days of April, July, October and January in each year. They shall cover the amounts collected during the three (3) months immediately preceding the months in which reports and remittances are required. The payments shall be made to the Department of Finance

(2) Prince George's County, with approval of the governing body, may agree to an alternative method of tax collection with the Platform. However, if after the expiration of the term of the agreement, Prince George's County may require remittance of hotel taxes as outlined in Subtitle 10 Division 8 of the Prince George's County Code and Section 7A-107 (e) (1).

**Sec. 7A-108. Department Responsibilities and Reporting.**

**(a) The Department shall:**

- 1. Promulgate rules and regulations that every properly licensed short-term rental shall display in the main entrance used by short-term rental guests;**
- 2. Enforce any violation under this Division;**
- 3. Maintain records on licensed short-term rentals and short-term rental platforms;**
- 4. Provide reports on short-term rentals at the request of the County Executive and County Council;**
- 5. Monitor short-term rentals for compliance with this Division, building code, zoning regulations and the Prince George's County Code;**
- 6. Investigate suspected violations of this Division by platform hosts;**
- 7. Issue any penalties, citations, and revocations consistent with the enforcement and penalty provisions of this Division.**
- 8. Provide an annual report on short-term rentals. The report shall include the following information for the prior calendar year: a summary of activities for short-term rentals, the number of licenses issued, suspended, revoked, complaints regarding short-term rentals, revenue raised from the short-term rental licenses, staffing assigned in part or in full to ensure compliance with this section and other relevant information. The report shall be submitted to the County Executive by February 1. The County Executive shall transmit the report to the County Council by March 15.**

**(b) The Department shall provide on a monthly basis to lawfully licensed platforms the following information:**

- (1) The license number for all lawfully registered hosts;**
- (2) The license number for all hosts who have an expired license;**
- (3) The license number for all hosts who have a suspended license;**
- (4) The license number of all hosts whose license has been revoked;**
- (5) The name of individuals who have applied for a short-term rental license but were denied;**
- (6) The certificate number for all the applicants that have filed a complete application and were issued a 90 day operation certificate.**

**Sec. 7A-109. Prohibited Acts, Enforcement and Penalties; Platforms.**

1        (a) It shall be unlawful for a platform to list a short-term rental or for any person engaged  
 2 in the business of short-term rentals to list on any platform when the following occurs:

3            (1) Short-term rentals that rent, or offers to rent that unit or any portion thereof, by  
 4 the hour or for any period of fewer than 24 consecutive hours;

5            (2) Short-term rentals that rent, or offers to rent that unit or any portion thereof, more  
 6 than once within any consecutive 24-hour period measured from the commencement of one  
 7 rental to the commencement of the next;

8            (3) Advertise an hourly rate or any rate for any short-term rental period of fewer than  
 9 24 consecutive hours;

10           (4) Short-term rentals that rents, offers to rent that unit or any portion thereof, for  
 11 multiple bookings or rentals for the same or overlapping time periods;

12        (b) If any of the acts prohibited by this section occurs, the short-term license shall be  
 13 revoked.

14        (c) If a platform collects a fee for booking services in connection with an unlicensed host,  
 15 the platform shall be liable and subject to civil fines of \$1000.

16        (d) If a platform collects a fee for booking services in connection with someone who does  
 17 not have a 90 day certificate from the Department regarding a filed and complete application, the  
 18 platform shall be liable and subject to civil fines of not less than \$1000.

19        **Sec. 7A-110. Enforcement and Penalties; Hosts.**

20        (a) The short-term rental license for a host is a privilege and not a right. A short-term  
 21 rental license may be suspended or revoked at any time or not renewed based upon non-  
 22 compliance with the requirements of this Division and the Prince George's County Code.

23        (b) A short-term rental license may be suspended or revoked due to a citation, corrective  
 24 order, or violation notice citing violations of the Prince George's County Code, including but not  
 25 limited to violations of the building, electrical, plumbing or zoning codes.

26        (c) The Department has the right to enter and inspect the short-term rental with reasonable  
 27 notice to the host. Failure to provide timely access may serve as a basis to suspend or revoke a  
 28 license.

29        (d) The Department may immediately suspend or revoke a short-term rental license if it  
 30 constitutes a nuisance as defined in Section 7A-102 or because of any adverse effect to public  
 31 health, safety, and the general welfare, including excessive noise, traffic, physical activity, public

1 safety, or other good cause.

2 (e) The Department may immediately suspend or revoke a license if under the Building  
3 Code a stop work or stop use order has been issued to the address.

4 (f) All enforcement actions and penalties are at the Director's discretion, based upon the  
5 requirements of this Division.

6 (g) If a short-term rental host license is suspended or revoked, Department shall notify in  
7 writing the host and all platforms on which the host currently lists.

8 (h) In addition to any other penalty provided by law, any individual who violates this  
9 Division shall be subject to a civil fine of not less than \$1000.

10 **Sec. 7A-111. Appeals from determinations of Director.**

11 Any person aggrieved by an act or determination of the Director pursuant to this Division,  
12 including, but not limited to, suspension or revocation of any license, may appeal such act or  
13 determination to the Prince George's County Board of Administrative Appeals within ten (10)  
14 calendar days after receipt of notice of the act or determination of the Director. The Board may  
15 reverse, modify or remand the decision of the Director only if the decision of the Director is  
16 clearly erroneous, or arbitrary and capricious, or unsupported by any substantial evidence.

17 **Sec. 7A-112. Appeals from the Board of Administrative Appeals.**

18 Any party aggrieved by a decision of the Board of Appeals pursuant to this Division may  
19 appeal that decision to the Circuit Court for Prince George's County, Maryland. The appeal shall  
20 proceed in accordance with the provisions of Title 7 Maryland Rules of Procedure.

21 \* \* \* \* \*

22 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
23 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
24 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
25 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words,  
26 phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since  
27 the same would have been enacted without the incorporation in this Act of any such invalid or  
28 unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

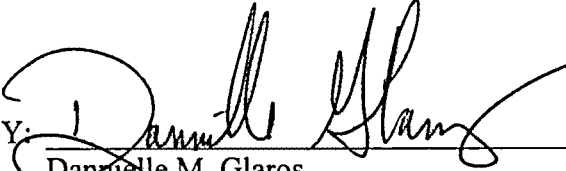
29 SECTION 3. BE IT FURTHER ENACTED that at least 50% of the projected revenue  
30 generated by the fees or penalties authorized under this Act shall be reserved in the annual County  
31 budget process for permitting, inspections, or enforcement personnel costs of the Department of

1 Permitting, Inspections, and Enforcement.

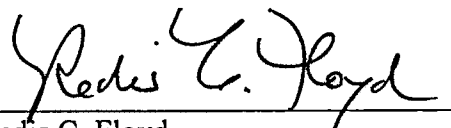
2 SECTION 4. BE IT FURTHER ENACTED that this Act shall take effect on October 1,  
3 2019.

Adopted this 23rd day of October, 2018.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

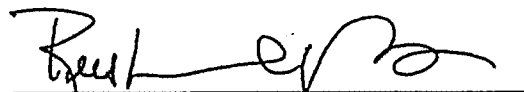
BY:   
Danielle M. Glaros  
Chair

ATTEST:

  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: 11/21/2018

BY:   
Rushern L. Baker, III  
County Executive



# Prince George's County Council

## Agenda Item Summary

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**Meeting Date:** 10/23/2018 **Effective Date:** 10/1/2019  
**Reference No.:** CB-011-2018 **Chapter Number:** 84  
**Draft No.:** 4 **Public Hearing Date:** 10/23/2018 @ 10:00 AM  
**Proposer(s):** County Executive  
**Sponsor(s):** Davis, Glaros, Turner, Taveras, Franklin and Patterson  
**Item Title:** AN ACT CONCERNING SHORT-TERM RENTALS for the purpose of establishing permitting and licensing requirements, fees and applicable standards for short-term rentals and generally related to short-term rentals.

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**Drafter:** LaKeecia Allen, Office of Law  
**Resource Personnel:** Gary Cunningham, Department of Permitting, Inspections, and Enforcement

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### LEGISLATIVE HISTORY:

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Date:	Acting Body:	Action:	Sent To:
04/03/2018	County Council	presented and referred	COW
	<b>Action Text:</b> This Council Bill was presented by the Chair, by request of the County Executive, and referred to the Committee of the Whole		
04/17/2018	COW	Briefing held	
	<b>Action Text:</b> The briefing was held for this Council Bill		
07/10/2018	COW	Held in Committee	
	<b>Action Text:</b> This Council Bill was Held in Committee		
09/11/2018	COW	Held in Committee	
	<b>Action Text:</b> This Council Bill was Held in Committee		
09/11/2018	County Council	no action	
	<b>Action Text:</b> No action was taken on this Council Bill		
09/18/2018	COW	amended (1)	
	<b>Action Text:</b> A motion was made by Vice Chair Turner, seconded by Council Member Davis, that this Council Bill be amended (1). The motion carried by the following vote: Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner		

09/18/2018 COW amended (2)

**Action Text:**

A motion was made by Vice Chair Turner, seconded by Council Member Davis, that this Council Bill be amended (2). The motion carried by the following vote:

Aye: 6 Glaros, Davis, Franklin, Lehman, Taveras and Turner

Nay: 3 Harrison, Patterson and Toles

09/18/2018 COW amended (3)

**Action Text:**

A motion was made by Council Member Franklin, seconded by Council Member Harrison, that this Council Bill be amended (3). The motion carried by the following vote:

Aye: 8 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras and Toles

Nay: 1 Turner

09/18/2018 COW Favorably County Council  
recommended with  
amendments

**Action Text:**

A motion was made by Vice Chair Turner, seconded by Council Member Franklin, that this Council Bill be Favorably recommended with amendments to the County Council. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

09/25/2018 County Council amended (1)

**Action Text:**

A motion was made by Vice Chair Turner, seconded by Council Member Davis, that this Council Bill be amended (1). The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles and Turner

09/25/2018 County Council introduced

**Action Text:**

This Council Bill was introduced by Council Members Davis, Glaros, Turner, Taveras, Franklin and Patterson

10/23/2018 County Council public hearing held

**Action Text:**

The public hearing was held for this Council Bill

10/23/2018 County Council amended (1)

**Action Text:**

A motion was made by Vice Chair Turner, seconded by Council Member Patterson, that this Council Bill be amended (1). The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles  
and Turner

10/23/2018 County Council amended (2)

**Action Text:**

A motion was made by Council Member Franklin, seconded by Council Member Patterson, that this Council Bill be amended (2). The motion failed by the following vote:

Aye: 4 Davis, Franklin, Patterson and Taveras

Nay: 5 Glaros, Harrison, Lehman, Toles and Turner

10/23/2018 County Council enacted

**Action Text:**

A motion was made by Council Member Davis, seconded by Council Member Harrison, that this Council Bill be enacted. The motion carried by the following vote:

Aye: 9 Glaros, Davis, Franklin, Harrison, Lehman, Patterson, Taveras, Toles  
and Turner

11/21/2018 County Executive signed

**Action Text:**

This Council Bill was signed

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**AFFECTED CODE SECTIONS:**

07A-112 07A-111 07A-110 07A-109 07A-108 07A-107 07A-106 07A-105 07A-104  
07A-103 07A-102 07A-101

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**BACKGROUND INFORMATION/FISCAL IMPACT:**

This legislation is establishing the licensing requirements for short-term rentals within Prince George's County, Maryland. It also establishes the rules, regulations, fees, penalties and enforcement provisions for short-term rentals.

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**Document(s):** B2018011, CB-11-2018 AIS, CB-11-2018 Report

# PRINCE GEORGE'S COUNTY COUNCIL

## COMMITTEE REPORT

2018 Legislative Session

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**Reference No.:** CB-11-2018

**Draft No.:** 3

**Committee:** COMMITTEE OF THE WHOLE

**Date:** 9/25/2018

**Action:** FAV (A)

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### REPORT:

The Committee of the Whole met on September 18, 2018 to discuss CB-11-2018 (DR-2) and it was favorably reported out of the Committee of the Whole on September 18, 2018 with amendments. On September 25, 2018, prior to introduction, CM Turner proffered Amendment #1 to CB-11-2018 (DR-2). This amendment requires governing body approval to agree with the platform to an alternative method of tax collection. Another amendment requires the Department of Permitting, Inspections, and Enforcement to provide to the licensed platforms information; including, the certificate number for all applicants that have filed a complete application and were issued a 90-day operation certificate. On September 25, 2018, CB-11-2018 (DR-2) was favorably recommended with amendments to the County Council. The County Council introduced the bill on September 25, 2018.