

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1995 Legislative Session

Resolution No. CR-61-1995

Proposed by Chairwoman MacKinnon (by request - County Executive)

Introduced by Council Members MacKinnon and Estep

Co-Sponsors

Date of Introduction October 3, 1995

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - Prince George's Correctional
Officers' Association, Inc.

FOR the purpose of amending the Salary Plan of the County to reflect the terms of a labor agreement by and between Prince George's County and the Prince George's Correctional Officers' Association, Inc.

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

WHEREAS, the Salary Plan must at this time be amended by the approval of a salary schedule to reflect the terms of a labor agreement by and between Prince George's County and the Prince George's Correctional Officers' Association, Inc.;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that the Salary Schedule submitted and recommended by the County Executive on October 2, 1995, which is attached hereto and made a part hereof, setting forth the following modifications: no cost of living or merit increases during the period from July 1, 1995 through June 30, 1996 effective July 1, 1995; a reduction in uniform allowance and physical conditioning supplement during fiscal year 1996; a restructuring of holiday premium pay; an increase in employee contributions to the supplemental pension plan by one percent (1%) effective July 1, 1995; changes in employer/employee contribution rates for Health Maintenance Organization (HMO) coverage effective July 1, 1995, and further

establishing work hours, overtime compensation, shift differential, court time compensation, call-back pay, holiday observance and pay, acting pay, leave provisions, sick leave incentives/unused sick leave payment, uniforms and physical conditioning pay, health and life insurance, unemployment insurance, retirement contributions, social security, workers' compensation and incentive awards for such employees, be and the same is hereby approved.

Adopted this 21st day of November, 1995.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Anne T. MacKinnon
Chairwoman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

SALARY SCHEDULE D

SCHEDULE OF PAY GRADES - PRINCE GEORGE'S CORRECTIONAL

OFFICERS' ASSOCIATION, INC.

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 1995 - JUNE 30, 1996

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I. Scheduled Pay Rates

SALARY SCHEDULE D
 SCHEDULE OF PAY GRADES (D21 - D26)
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 PRINCE GEORGE'S COUNTY, MARYLAND
 IN EFFECT JULY 1, 1995

<u>GRADE</u>			<u>MINIMUM</u>	<u>MAXIMUM</u>
D21	Correctional Officer	HOURLY	12.4168	21.1209
		BIWKLY	993.34	1,689.67
		ANNUAL	25,827	43,931
D22	Correctional Officer First Class	HOURLY	13.0373	22.1771
		BIWKLY	1,042.98	1,774.17
		ANNUAL	27,118	46,128
D23	Correctional Officer Corporal	HOURLY	13.6896	23.2868
		BIWKLY	1,095.17	1,862.94
		ANNUAL	28,474	48,437
D24		HOURLY	14.3735	24.4498
		BIWKLY	1,149.88	1,955.98
		ANNUAL	29,897	50,856
D25	Correctional Officer Sergeant	HOURLY	15.0922	25.6725
		BIWKLY	1,207.38	2,053.80
		ANNUAL	31,392	53,399
D26		HOURLY	15.8470	26.9564
		BIWKLY	1,267.76	2,156.51
		ANNUAL	32,962	56,069

The hourly rates in effect July 1, 1995 are the March 5, 1995 rates as adopted by CR-74-1994. 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.

MIN-MAX System:

The MIN-MAX system in effect for all members of the bargaining unit on July 14, 1991 has been replaced by the following modified "MIN-MAX" system.

A. In Effect on July 1, 1995:

1. The minimum pay rates are the same as those that were in effect on March 5, 1995:

1. Correctional Officer	D21	\$12.4168/hour
2. Correctional Officer First Class	D22	\$13.0373/hour
3. Correctional Officer Corporal	D23	\$13.6896/hour
4. Correctional Officer Sergeant	D25	\$15.0922/hour

2. The maximum pay rates are the same as those that were in effect on March 5, 1995:

1. Correctional Officer	D21	\$21.1209/hour
2. Correctional Officer First Class	D22	\$22.1771/hour
3. Correctional Officer Corporal	D23	\$23.2868/hour
4. Correctional Officer Sergeant	D25	\$25.6725/hour

B. Merit Steps will have the value of three and one-half percent (3 1/2%).

C.

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 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 and one-half percent (3 1/2%) from the applicable maximum rate, the employee, upon the satisfactory completion of one (1) additional year service, will have his salary rate adjusted to the applicable maximum rate.

D. 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.

E. Correctional Officers First Class who would have been eligible to sit for promotional examinations in FY95 and who successfully complete the requirements to advance to the rank of Correctional Officer Corporal will be placed in that rank retroactive to May, 1995, but will defer the wage increase associated with the promotion until one year after the date of promotion. Upon that date, these officers will be placed at the proper pay grades and steps for the rank of Correctional Officer Corporal.

II. Merit Increase - Fiscal Year 1996

No employee covered by this Salary Schedule will receive a merit step (anniversary) increase during the period from July 1, 1995 through June 30, 1996.

III. Cost of Living Adjustment - Fiscal Year 1996

No employee covered by this Salary Schedule will receive a cost of living adjustment during the period from July 1, 1995 through June 30, 1996.

IV. Work Hours

The work week is the seven consecutive day period commencing with the first shift on Sunday and ending the last shift on the following Saturday. The standard number of hours in a pay period shall be 80 hours. Although employees covered by this Salary Schedule 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 Salary Schedule 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 below which would require employees covered by this Salary Schedule in the Bureau of Security (except specialty units) to work a schedule different from the current schedule, all members of unit two will continue to work a schedule of five (5) eight (8) hour days with two (2) consecutive days off, one which will be a Saturday or Sunday with the exception of two (2) unit two Officers who will be off during the week.

The scheduled work day shall be inclusive of mealtime. In accordance with current practice, the meal provided at no cost to the employees covered by this Salary Schedule shall not be included as part of the wage paid to any employee.

The Department may require employees covered by this Salary Schedule assigned to the Bureau of Security to attend roll call fifteen (15) minutes prior to the commencement of the 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 day of compensatory or annual leave in conjunction with one of their scheduled two day breaks during a regular six week schedule period. An officer attending mandatory training and/or court appearance will not lose his/her shift differential.

The parties recognize that the County has the right to implement alternative shift plans, including rotating shifts, for employees covered by this Salary Schedule 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.

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. The parties also understand and agree that, except as otherwise provided by the Agreement, decisions concerning shift assignments and scheduling rest solely with management and that these decisions are nonappealable through the grievance procedure.

V. Overtime Compensation

Full-time employees covered by this Salary Schedule 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.

Overtime will be paid in 15 minute increments for each quarter hour in which the employee works more than 5 minutes with the exception of the quarter hour following shift changes, where the quarter hour will be paid if the employee works more than 10 minutes.

In addition, any employee who works overtime immediately before or immediately following his regular shift shall be compensated by an extra one-half (1/2) hour at the overtime rate for each increment of four overtime hours worked.

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 Salary Schedule, compensatory leave may be scheduled at mutually agreeable times but shall not be forfeited if not used.

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

VI. Shift Differential

A shift differential of one dollar sixty-five cents (\$1.65) 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.

The shift differential shall be adjusted to one dollar and seventy five cents (\$1.75) per hour effective the first full pay period beginning on or after July 1, 1994, and to one dollar and eighty

five cents (\$1.85) per hour effective the first full pay period beginning on or after January 1, 1995.

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.

VII. 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 Salary Schedule 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.

VIII. Call Back Pay

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. This provision shall not apply to overtime situations, administrative hearings or disciplinary procedures. However, management will attempt to schedule such hearings and/or procedures during the duty hours of the employee or at a mutually agreeable time.

IX. TEC Pay Supplement

Effective July 1, 1989, all employees covered by this Salary Schedule and permanently assigned to duties as canine officers will receive an annual TEC pay supplement in the amount of two hundred fifty dollars (\$250.00) for each fiscal year covered by this Salary Schedule. Effective July 1, 1994, all employees covered by this Salary Schedule and permanently assigned to ERT duties will receive an annual TEC supplement in the amount of two hundred fifty dollars (\$250.00). This sum will be paid in two (2) equal installments in July and December of each fiscal year covered by this Salary Schedule 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.

X. Holiday Observance and Pay

County holidays listed in Section 16-219 of the Personnel Law shall be observed by employees covered by this Salary Schedule on the dates designated by the County Executive, except as follows:

1. The Friday after Thanksgiving will also be recognized and observed as a holiday for the employees covered by this Salary Schedule.
2. Employees covered by this Salary Schedule 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'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

When an employee's regularly scheduled day off coincides with the day of holiday observance, the employee shall receive an extra day's pay at straight time for the day, or, at the employee's option and with approval of the County, another day off.

An employee required to work on the day of holiday observance which coincides with his regularly scheduled work day shall be paid for all hours actually worked on the holiday at the rate of one and one-half (1 1/2) times his/her base hourly rate of pay in addition to his/her holiday pay. Any overtime hours worked on a holiday shall be paid at the applicable overtime rate.

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 one and one-half (1 1/2) times his base hourly rate. In addition, the employee shall receive another day off.

During FY96, the holiday pay provisions contained in the three paragraphs immediately above will be adjusted as follows:

When an employee's regularly scheduled day off coincides with the day of holiday observance, the employee shall receive County compensatory leave at straight time for the day.

An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled work day shall be compensated for all hours actually worked on the holiday at the rate of one and one-half (1 1/2) hours of compensatory leave in addition to his/her holiday pay. Any overtime hours worked on a holiday shall be paid at the applicable overtime rate.

An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled day off shall be compensated for all hours worked at the rate of one and one-half (1 1/2) hours of compensatory leave. In addition, the employee shall receive another day off.

Further during FY97 notwithstanding the third and fourth paragraphs above, the following two paragraphs will govern the payment for work on holidays.

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 one (1) time his/her base hourly rate of pay plus one-half (1/2) hours of annual leave in addition to his/her holiday pay. Any overtime hours worked on a holiday shall be paid at the applicable overtime rate.

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 one (1) time his/her base hourly rate plus one-half (1/2) hour of annual leave. In addition, the employee shall receive another day off.

Correctional Officer Memorial Day will be recognized and observed as a holiday for the employees covered by this Salary Schedule. Notwithstanding the foregoing, an officer required to work on the day Correctional Officer Memorial Day is observed shall receive compensatory leave at the rate of one and one-half (1 1/2) times the hours actually worked on the holiday in addition to the officer's holiday pay. 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.

XI. Acting Pay

When an employee is assigned by management to work on a continuous basis in an acting capacity involving supervisory responsibility for a period of greater than seven (7) consecutive working days, he/she shall be paid 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 rate of the higher grade, whichever is greater, and shall continue to be paid at that rate until relieved.

When any Lieutenant or Sergeant 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 work in that capacity. When an employee acts as a Sergeant or Lieutenant in the Bureau of Security for more than a total of ten (10) days in any two (2) consecutive pay periods, he/she shall be paid for all subsequent hours worked in such 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 or Lieutenant for a period of seven (7) consecutive working days.

XII. Personnel Law

All policies, procedures and benefits not specifically modified by this Salary Schedule shall be administered pursuant to the Prince George's County Personnel Law.

XIII. Annual Leave

All full-time employees shall earn annual leave on the following basis:

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

Employees who work on a year-round part-time basis for 40 or more hours per pay period shall earn annual leave in proportion to the hours worked during each pay period.

The Department will make reasonable efforts to permit at least five (5) 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 Memorial Day through Labor Day and the Monday before Thanksgiving through January 10, the Department will make reasonable efforts to permit at least seven (7) employees from unit one and two from unit two per shift to be off on annual leave at any one time.

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 twelve (12) months. The Department will accept written requests for annual leave.

Submissions will be made between the first and the tenth day of the months of December, March, June, and September. Leave requests will be acted upon by the twentieth of the month.

An employee will not be entitled to use more than a total of eighty (80) hours of annual leave during any peak period.

The Department will make reasonable efforts to resolve pending annual leave requests on the basis of departmental seniority.

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.

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.

The foregoing guidelines shall also govern the use and approval of compensatory leave.

A maximum of one thousand (1000) hours or one hundred twenty-five (125) days of accumulated annual leave may be carried over from one (1) leave year to the next by employees covered by this Salary Schedule.

XIV. Sick Leave

All full-time employees earn 4 1/2 hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours.

Employees who work on a year-round part-time basis for 40 or more hours per pay period shall accrue sick leave in proportion to the hours worked during each pay period.

Sick leave may be accumulated from year to year.

Use of sick leave shall be governed by the Personnel Law and Administrative Procedure 284 with the following exceptions:

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 one (1) hour before the scheduled starting time of the employee's work shift.

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.

XV. 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 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 backcharged 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.

XVI. Sick Leave Incentives/Unused Sick Leave Payment

Any employee covered by this Salary Schedule who has not used sick leave during any of the eight (8) consecutive twelve (12) week periods covered by this Salary Schedule shall be paid upon request for up to eight (8) hours of sick leave and those hours so paid will be deducted from the employee's sick leave balance. An employee covered by this Salary Schedule who qualifies and elects this payment must notify the County in writing of his/her election within twenty-eight (28) days of the close of any of the twelve (12) week periods specified herein.

Employees covered by this Salary Schedule who terminate their employment with the County for nondisciplinary reasons shall be entitled to a lump sum cash payment for their accrued unused sick leave balance. Such payment shall be computed by taking the total number of unused sick leave hours as of separation, multiplying by the final base hourly rate of pay and dividing by two. To qualify for payment under this provision, employees must provide the County with fourteen (14) days written notice of their termination. For employees who elect this payment, a zero sick leave balance shall be recorded upon separation, and the payment made shall be in lieu of receiving pension plan credit for unused sick leave or of retaining a sick leave balance in the event of return to County service.

An incentive program to reduce sick leave abuse will be referred to Labor-Management Committee for study and to make recommendations on a program to the Director. Before a program is implemented, a secret ballot election for the employees covered by this Salary Schedule will be conducted in conjunction with the distribution of paychecks, and implementation will depend on an affirmative vote of the majority of those voting.

XVII. Personal Leave

Two (2) paid personal leave days per leave year 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.

XVIII. Additional Leave Provision

When the County Executive closes the County offices for an entire day or any portion thereof, essential employees covered by the Salary Schedule will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, employees who work the 3:00 p.m. to 11:00 p.m. shift and the 11:00 p.m. to 7:00 a.m. shift shall be granted the same number of compensatory leave hours (not to exceed 8 hours per employee per 24 hour period) as were granted in administrative leave to non-essential 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 Section, County workday will be

considered ended at 5:00 p.m.

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.

Compensatory leave earned pursuant to this Section shall be used in accordance with the terms of the Salary Schedule and applicable rules and regulations.

XIX. PGCOA Leave

Members of the Board of Directors of the PGCOA shall be granted administrative leave to attend Association Board Meetings. Also, members of the 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 Section 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. Administrative leave will be granted to the Association and its members under this Section subject to the availability of hours in the PGCOA Leave Bank described below. If the meeting falls on the employees regular day off, the employee will be given hour for hour compensatory leave.

Where the PGCOA certifies (1) a list of employees covered by this Salary Schedule 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 four (4) hours semiannually (January and June), the County will accept that certification and will transfer up to a maximum of 1500 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 3000 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.

Additional hours as submitted by its member shall go into the leave bank. Those additional hours may be used for PGCOA business on request to the Director and upon his approval (and such approval shall not be unreasonably withheld).

XX. Leave for Negotiations

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, 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.

Members of the PGCOA negotiating team (not to exceed eight (8) members) may be granted up to forty (40) hours of administrative leave each 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 Director may, after the Association's request, grant additional leave to members of the negotiating team from the PGCOA leave bank described in Section XIX, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

XXI. PGCOA Representation

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 shall continue to accumulate seniority and shall receive all benefits as if he/she were fully on duty with the Department. Further, the PGCOA President or, in his or her absence, a duly designated acting President 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.

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, a 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, a duly designated acting President, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.

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, the County will place on administrative leave the PGCOA

member so designated by the PGCOA Board in lieu of the President for each day that leave is announced.

XXII. Administration of Leave

Except as provided otherwise in this Salary Schedule and the Agreement, the provisions governing the administration of employee leave are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

XXIII. Uniforms and Physical Conditioning

In order to foster the professional image of Prince George's County Correctional Officers, employees covered by this Salary Schedule shall report for duty in uniforms which 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 |
| 1 pair dress pants | 5 pair summer pants |
| 1 belt | 1 lightweight jacket |
| 1 jacket with lining | 1 raincoat |
| 1 dress blouse | 1 dress hat and hat badge |
| 2 glove pouches | 1 necktie |
| 1 winter hat | 1 pair handcuffs |
| 1 tie clasp | 1 radio holder |
| 1 handcuff holder | 2 name tags |
| 1 badge | 1 scan pen |

For K9/ERT: 3 BDUs

Thereafter, employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, the County will provide one thousand dollars (\$1,000.00) to each unit member for the procurement, care and upkeep of uniforms. These respective sums will be paid in two (2) equal installments in July and December of each fiscal year noted above and are 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. Notwithstanding the previous paragraph during FY96 (July 1, 1995 through June 30, 1996) employees covered by this Salary Schedule will receive a uniform allowance of five hundred dollars (\$500.00)

The parties also agree that employees who are covered by this Salary Schedule will participate in the Department's physical conditioning program unless excused from participation for valid medical reasons. In order to defray employee expenses associated with the program, employees covered by this Salary Schedule will receive a physical conditioning supplement of one hundred seventy-five dollars (\$175.00) per fiscal year in FY94 and FY95. This supplement will be paid in two equal installments in July and December of each fiscal year noted above, 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. Notwithstanding the previous paragraph during FY96 (July 1, 1995 through June 30, 1996) employees covered by this Salary Schedule will receive a physical conditioning supplement of

eighty-seven dollars and fifty cents (\$87.50).

XXIV. Health Insurance Coverage

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

2. For those employees who elect to enroll in a prepaid group health plan or Health Maintenance Organization (HMO), their contribution shall continue at \$3/\$6/\$9 for coverage through June, 1995. Effective in June, 1995 for July, 1995 coverage, the employee contribution rate will increase to twenty percent (20%).

Notwithstanding the above, upon ratification of the agreement, the employee contribution rate for HMO coverage will be fifteen percent (15%) for FY96.

3. The County shall contribute ninety percent (90%) to the County deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).

4. A Dental Plan is available for all employees for which the employee pays the entire cost.

XXV. Life Insurance

The County shall pay one hundred percent (100%) of the monthly premium for the County life insurance as authorized and in accordance with Section 16-212 of the Personnel Law. The County shall pay a death benefit of \$5000 upon the death of any County employee whose death results from an accidental personal injury arising out of and in the course of his/her employment.

XXVI. Unemployment Insurance

Employees who are separated from County service may be entitled to unemployment compensation provided they meet eligibility requirements established by Federal and/or State regulations.

XXVII. Retirement Contributions

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

2. Current participants in the Maryland State Retirement System may transfer to the Employees' Pension System, which is non-contributory up to the Social Security Wage Base.

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

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

XXVIII. Supplemental Retirement Benefit

A. Effective July 1, 1990, employees covered by this Salary Schedule shall commence participation in a supplemental retirement benefit program, jointly funded through County and employee contributions.

B. Effective July 1, 1995, the employee contribution 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.

C. In accordance with CR-41-1995, any employee separating from County service on or after July 6, 1995, shall not be eligible for the Discontinued Service Benefit.

Employees covered by this Salary Schedule may elect to commence participation in the 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. 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.

XXIX. Social Security

Effective January 1, 1995, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 7.65% of the first \$61,200, and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

XXX. Worker's Compensation

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Worker's Compensation Law, Article 101, Annotated Code of Maryland.

XXXI. Incentive Awards

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

XXXII. Policy Statement

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