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COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session

1992

Resolution No. CR-62-

1992

Proposed by The Chairman (by request - County Executive)

Introduced by Council Member Bell

Co-Sponsors

Date of Introduction May 26,
1992

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 May 20, 1992; which is attached hereto and made a part hereof, setting forth an upward adjustment of the maximum rates by three and one half percent (3 1/2%) effective July 12, 1992; a one percent (1%) increase in the base hourly rates effective March 7, 1993; a one percent (1%) increase in the base hourly rates effective June 13, 1993; a six and one half percent (6 1/2%) increase in the base hourly rates effective June 27, 1993; and further establishing the 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.

BE IT FURTHER RESOLVED that the provisions of this resolution shall supersede the provisions of CB-13-1992.

Adopted this 7th day of July, 1992.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Richard J. Castaldi
Chairman

ATTEST:

Joyce T. Sweeney
Acting 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, 1991 - JUNE 30, 1993

(AS AMENDED FOR FY 92)

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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
 EFFECTIVE JULY 12, 1992

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
D21	HOURLY	10.9853	18.6862
	BIWKLY	878.82	1,494.90
	ANNUAL	22,849	38,867
D22	HOURLY	11.5345	19.6206
	BIWKLY	922.76	1,569.65
	ANNUAL	23,992	40,811
D23	HOURLY	12.1115	20.6023
	BIWKLY	968.92	1,648.18
	ANNUAL	25,192	42,853
D24	HOURLY	12.7166	21.6313
	BIWKLY	1,017.33	1,730.50
	ANNUAL	26,451	44,993
D25	HOURLY	13.3524	22.7131
	BIWKLY	1,068.19	1,817.05
	ANNUAL	27,773	47,243
D26	HOURLY	14.0203	23.8489
	BIWKLY	1,121.62	1,907.91
	ANNUAL	29,162	49,606

The minimum hourly rates are the July 14, 1991 minimum rates. The maximum hourly rates are the July 14, 1991 maximum rates adjusted upward 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.

SALARY SCHEDULE D
 SCHEDULE OF PAY GRADES (D21 - D26)
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 PRINCE GEORGE'S COUNTY, MARYLAND
 EFFECTIVE MARCH 7, 1993

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
D21	HOURLY		11.0952
	18.8731		
	BIWKLY	887.62	1,509.85
	ANNUAL	23,078	39,256
D22	HOURLY	11.6498	19.8168
	BIWKLY	931.98	1,585.34
	ANNUAL	24,232	41,219
D23	HOURLY		12.2326
	20.8083		
	BIWKLY	978.61	1,664.66
	ANNUAL	25,444	43,281
D24	HOURLY		12.8438
	21.8476		
	BIWKLY	1,027.50	1,747.81
	ANNUAL	26,715	45,443
D25	HOURLY		13.4859
	22.9402		
	BIWKLY	1,078.87	1,835.22
	ANNUAL	28,051	47,716
D26	HOURLY		14.1605
	24.0874		

BIWKLY	1,132.84	1,926.99
ANNUAL	29,454	50,102

The hourly rates are the July 12, 1992 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.

SALARY SCHEDULE D
 SCHEDULE OF PAY GRADES (D21 - D26)
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 PRINCE GEORGE'S COUNTY, MARYLAND
 EFFECTIVE June 13, 1993

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
D21	HOURLY	11.2062	19.0618
	BIWKLY	896.50	1,524.94
	ANNUAL	23,309	39,649
D22	HOURLY	11.7663	20.0150
	BIWKLY	941.30	1,601.20
	ANNUAL	24,474	41,631
D23	HOURLY		12.3549
	21.0164 BIWKLY	988.39	1,681.31
	ANNUAL	25,698	43,714
D24	HOURLY		12.9722
	22.0661 BIWKLY	1,037.78	1,765.29
	ANNUAL	26,982	45,897
D25	HOURLY		13.6208
	23.1696 BIWKLY	1,089.66	1,853.57
	ANNUAL	28,331	48,193
D26	HOURLY		14.3021
	24.3283 BIWKLY	1,144.17	1,946.26
	ANNUAL	29,748	50,603

The hourly rates are the March 7, 1993 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.

SALARY SCHEDULE D
 SCHEDULE OF PAY GRADES (D21 - D26)
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 PRINCE GEORGE'S COUNTY, MARYLAND
 EFFECTIVE JUNE 27, 1993

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
D21	HOURLY		11.9346 20.3008
	BIWKLY	954.77	1,624.06
	ANNUAL	24,824	42,226
D22	HOURLY	12.5311	21.3160
	BIWKLY	1,002.49	1,705.28
	ANNUAL	26,065	44,337
D23	HOURLY		13.1580
	22.3825		
	BIWKLY	1,052.64	1,790.60
	ANNUAL	27,369	46,556
D24	HOURLY		13.8154
	23.5004		
	BIWKLY	1,105.23	1,880.03
	ANNUAL	28,736	48,881
D25	HOURLY		14.5062
	24.6756		
	BIWKLY	1,160.50	1,974.05
	ANNUAL	30,173	51,325
D26	HOURLY		15.2317
	25.9096		
	BIWKLY	1,218.54	2,072.77
	ANNUAL	31,682	53,892

The hourly rates are the June 13, 1993 rates multiplied by 106.5%. 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.

MIN-MAX System:

The MIN-MAX system in effect for all members of the bargaining unit on July 2, 1989 will be replaced by the following modified "MIN-MAX" system.

A. Effective April 5, 1992:

1. The minimum pay for each grade shall be established at the following rates:

1. Correctional Officer	D21
\$11.0952/hour	
2. Correctional Officer First Class	D22
\$11.6498/hour	
3. Correctional Officer Corporal	D23
\$12.2326/hour	
4. Correctional Officer Sergeant	D25
\$13.4859/hour	

2. The maximum pay for each grade shall be established at the following rates:

1. Correctional Officer	D21
\$18.2348/hour	
2. Correctional Officer First Class	D22
\$19.1467/hour	
3. Correctional Officer Corporal	D23
\$20.1047/hour	
4. Correctional Officer Sergeant	D25
\$22.1645/hour	

- B. Effective the first full pay period beginning on or after July 1, 1992, the maximum pay rate for each grade shall be increased by three and one-half percent (3 1/2%).

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

D.

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.

- E. 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.
- F. Employees covered by this Salary Schedule who are promoted to the rank of Correctional Officer First Class (PFC) or to the rank of Correctional Officer Corporal (CPL) before July 1, 1992 will receive

their promotional increases effective the first full pay period beginning on or after October 1, 1992, unless their one year deferral period has already elapsed before that date.

- G. Additionally, the entry level salary rate for Correctional Officer Privates hired during the term of this Salary Schedule shall remain at the minimum rate of pay in effect on July 1, 1991 for Grade D-21, notwithstanding the increase in the rates of pay otherwise resulting from the cost of living adjustment applied to Salary Schedule D on April 5, 1992. Such Correctional Officers hired during the term of this Salary Schedule will receive whatever pay increases (merit or cost of living) they are otherwise eligible for at the time they occur. Further, for entry level Correctional Officer Privates hired during the term of this Salary Schedule, the required minimum time-in-grade as a Correctional Officer Private to be eligible for promotion to the rank of Correctional Officer First Class (PFC) is increased from twelve (12) to eighteen (18) months.

II. 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.

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.

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.

III. 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.

IV. Shift Differential

Effective the first full pay period beginning on or after July 1, 1989, a shift differential of one dollar and fifteen cents (\$1.15) 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 forty cents (\$1.40) per hour effective the first full pay period beginning on or after July 1, 1990 and to one dollar and sixty-five cents (\$1.65) per hour effective the first full pay period beginning on or after July 1, 1991.

Notwithstanding the foregoing, during FY92 and FY93, employees will receive a shift differential of one dollar forty cents (\$1.40) per hour instead of one dollar sixty-five cents (\$1.65) per hour.

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.

V. **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.

VI. **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 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.

VII. **TEC Pay Supplement For Canine Officers**

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. This sum will be paid in two 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.

VIII. **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

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 base hourly rate of pay in addition to his 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 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.

IX. 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 a Sergeant or Lieutenant in the Bureau of Security is absent from work, the Department will assign an officer of lower rank to act in that capacity. When an employee acts in such capacity 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.

X. 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.

XI. 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 three (3) employees 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 20, the Department will make reasonable efforts to permit at least five (5) employees 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.

Beginning with the 1992 leave year (i.e., 1992 into 1993), 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.

XII. 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 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.

XIII. Disability Leave

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 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.

XIV. 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 (with the first period running from July 5, 1987 through September 26, 1987) 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 non-disciplinary 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.

XV. Personal Leave

As provided by the Personnel Law, one paid personal leave day 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.

XVI. 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.

XVII. **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 under this Section subject to the availability of hours in the PGCOA Leave Bank described below.

Where the PGCOA certifies: (1) a list of employees covered by this Salary Schedule who have authorized the transfer of their annual leave consistent with Section 13A-103(e) of the Labor Code and (2) the number of annual leave hours to be transferred per employee, the County will accept that certification and will transfer up to a maximum of 250 annual 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 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.

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).

XVIII. Leave for Negotiations

Employees (not to exceed six (6) in number) 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.

Members of the PGCOA negotiating team (not to exceed six (6) members) may be granted up to sixteen (16) hours of administrative leave each to prepare for negotiations. The Association must request the leave from the Director within 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 XVII, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

XIX. PGCOA Representation

The PGCOA 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 shall continue to accumulate seniority and shall receive all benefits as if he were fully on duty with the Department. Further, the PGCOA 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 is absent from normal duties as PGCOA President because of illness, vacation, or other reasons not related to his/her duties as President, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.

If the PGCOA 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.

XX. **Administration of Leave**

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

XXI. **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 winter hat	1 necktie
1 tie clasp	1 pair handcuffs
1 handcuff holder	1 radio holder
1 badge	2 name tags

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, for Fiscal Year 1993, a total clothing allowance of one thousand six hundred fifty dollars (\$1,650.00) to employees covered by the salary schedule in two (2) installments: One thousand one hundred dollars (\$1,100.00) in July, 1992 and five hundred fifty dollars (\$550.00) in December, 1992. After fiscal year 1993, the clothing allowance will return to the total annual amount of nine hundred fifty dollars (\$950.00) and be paid in two equal installments in July and December of the fiscal year to each unit member for the procurement, care and upkeep of uniforms. These respective sums for each fiscal year noted above 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. Uniforms damaged in the line of duty will be replaced in accordance with Departmental policy.

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 will receive a physical conditioning supplement of one hundred seventy-five dollars (\$175.00) for fiscal year 1993 and will be paid in one (1) installment in December, 1992. Thereafter, this supplement will be paid in two equal installments in July and December of the 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.

XXII. Health Insurance Coverage

1. Beginning in June, 1992 for July, 1992 coverage, the County shall contribute eighty percent (80%) of the cost of the County's Managed Care health insurance program for any employee who elects to contribute the remaining twenty percent (20%). Beginning June, 1993 for July, 1993 coverage, the County shall contribute seventy-five percent (75%) to the cost of the County's Managed Care health insurance program 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), the County's contribution shall be equal to the County's dollar contribution to the high option health insurance program mentioned above. Participating employees shall contribute the dollar difference between the total contribution and the County's contribution.

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. The County's Managed Care health insurance program includes the dental coverage.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. Supplemental Retirement Benefit

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. (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%).)

XXVII. **Social Security**

Effective January 1, 1991, 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 \$53,400, and 1.45% of the remainder up to \$125,000 paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

Subsequent changes in the Social Security tax rate (%) and/or the taxable wage base (\$) as enacted through Federal legislation shall be applied in computing Social Security contributions by the County and each employee.

XXVIII. **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.

XXIX. **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.

XXX. **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.