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COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session 1991

Resolution No. CR-108-1991

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Castaldi, Bell, and Casula

Co-Sponsors _____

Date of Introduction October 22, 1991

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - Prince George's Correctional
Officers' Association, Inc. (Food Services Employees)

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 Salary Schedule F, submitted and

recommended by the County Executive on October 8, 1991, which is attached hereto and made a part hereof, setting forth a Min-Max pay plan which includes the base hourly rates effective January 1, 1991; a three percent (3%) increase in the base hourly rates effective July 14, 1991; and further establishing the work hours, mandatory overtime and overtime assignment, overtime compensation, shift differential, call back pay, holiday observance and pay, acting pay, leave provisions, uniforms and physical conditioning, health and life insurance, unemployment insurance, retirement contributions, supplemental retirement benefit, social security, workers' compensation and incentive awards for such employees, be and the same is hereby approved.

Adopted this 26th day of November, 1991.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Richard J. Castaldi
Chairman

ATTEST:

Maurene W. Epps
Acting Clerk of the Council

SALARY SCHEDULE F
SCHEDULE OF PAY GRADES (F15 - F20)
FOOD SERVICES BARGAINING UNIT
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
EFFECTIVE JANUARY 1, 1991 - JUNE 30, 1992
PRINCE GEORGE'S COUNTY, MARYLAND

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I. MIN-MAX System

The following MIN-MAX system will become effective for all members of the bargaining unit on January 1, 1991.

A. Effective January 1, 1991:

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

1. Food Service Specialist I	F15	\$10.3600/hour
2. Food Service Specialist II	F16	\$10.8781/hour
3. Food Service Coordinator I	F18	\$11.9931/hour
4. Food Service Coordinator II	F20	\$13.2224/hour

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

1. Food Service Specialist I	F15	\$15.2665/hour
2. Food Service Specialist II	F16	\$16.0298/hour
3. Food Service Coordinator I	F18	\$17.6728/hour
4. Food Service Coordinator II	F20	\$19.4843/hour

B. Effective the first full pay period beginning on or after July 1, 1991, the hourly rates for each grade shall be increased by a three percent (3%) cost of living wage increase for fiscal year 1992.

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.

II. Scheduled Pay Rates

SALARY SCHEDULE F
 SCHEDULE OF PAY GRADES (F15- F20)
 FOOD SERVICES BARGAINING UNIT EMPLOYEES
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 PRINCE GEORGE'S COUNTY, MARYLAND
 EFFECTIVE JANUARY 1, 1991

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
F15	HOURLY	10.3600	15.2665
	BIWKLY	828.80	1,221.32
	ANNUAL	21,549	31,754
F16	HOURLY	10.8781	16.0298
	BIWKLY	870.25	1,282.38
	ANNUAL	22,626	33,342
F18	HOURLY	11.9931	17.6728
	BIWKLY	959.45	1,413.82
	ANNUAL	24,946	36,759
F20	HOURLY	13.2224	19.4843
	BIWKLY	1,057.79	1,558.74
	ANNUAL	27,503	40,527

The hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE F
 SCHEDULE OF PAY GRADES (F15- F20)
 FOOD SERVICES BARGAINING UNIT EMPLOYEES
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 PRINCE GEORGE'S COUNTY, MARYLAND
 EFFECTIVE JULY 14, 1991

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
F15	HOURLY	10.6708	15.7245
	BIWKLY	853.66	1,257.96
	ANNUAL	22,195	32,707
F16	HOURLY	11.2044	16.5107
	BIWKLY	896.35	1,320.86
	ANNUAL	23,305	34,342
F18	HOURLY	12.3529	18.2030
	BIWKLY	988.23	1,456.24
	ANNUAL	25,694	37,862
F20	HOURLY	13.6191	20.0688
	BIWKLY	1,089.53	1,605.50
	ANNUAL	28,328	41,743

The minimum hourly rates are the January 1, 1991 hourly rates multiplied by 103% and rounded to the nearest hundredth of a cent. The hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

III. 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 eighty (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 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) days notice before implementing a permanent change in shift plans. The parties may place the matter on the agenda of a Labor-Management meeting for expedited discussions.

In determining shift assignments, the Department will take into account the shift preference of employees and, where employees 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 this Salary Schedule, decisions concerning shift assignments and scheduling rest solely with management and that these decisions are nonappealable through the grievance procedure.

IV. Mandatory Overtime and Overtime Assignment

The parties recognize and understand that the County has the right to require employees covered by this Salary Schedule to work overtime and that, to the extent reasonably possible, overtime work should first be covered by volunteers and then through the assignment of mandatory overtime. Specifically, where circumstances reasonably permit, the County will offer overtime work to employees on a seniority basis, with the most senior employee given the first opportunity to work overtime, and then if there are insufficient volunteers to cover the work, the remaining work will be covered by assigning it in reverse order of seniority, provided further, however, that notwithstanding the preceding general principle, where circumstances warrant, the County may assign overtime work without regard to seniority.

When scheduling overtime work, the County will make reasonable efforts to provide employees with as much advance notice as permitted under the circumstances.

Except in a case of emergency, as determined by the Department, 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.

V. Overtime Compensation

Effective the second full pay period beginning after the County Executive signs the legislation enacting the Collective Bargaining Agreement into law, 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 fifteen (15) minute increments for each quarter hour in which the employee works more than five (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 ten (10) minutes.

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.

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

Effective the first full pay period beginning on or after July 1, 1991, a shift differential of one dollar fifty cents (\$1.50) per hour shall be paid to all employees covered by this Salary Schedule for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

The shift differential provided herein is not included in the employee's base pay for any purpose such as computing holiday pay,

annual and sick leave pay, retirement deductions, or retirement or insurance benefits.

VII. Call Back Pay

Effective the second full pay period beginning after the County Executive signs the legislation enacting the Collective Bargaining Agreement into law, an employee covered by this Salary Schedule 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.

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. Further, the Friday after Thanksgiving will also be recognized and observed as a holiday for the employees covered by this Salary Schedule.

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 the 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.

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

Annual leave shall be administered in accordance with the Prince George's County Personnel Law requirements with the exceptions as outlined herein. Annual leave shall be requested as far in advance as possible and approved no less than one working day in advance of use provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for leave.

Upon request, annual leave shall be granted based on the Department's operational needs. If the Department's operational and staffing needs make it necessary to limit the number of employees on annual leave at any one time, the employee who submitted the leave request first in time will be granted the leave request. In the event that two (2) or more employees simultaneously (i.e. on the same working day) submit leave requests for the same period of time, and not all leave requests will be granted, the employee(s) with the greater seniority will be granted the leave request.

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 article shall also govern the use and approval of compensatory leave.

Effective January 1, 1990, a maximum of seven hundred twenty (720) hours or ninety (90) days of accumulated annual leave may be carried over from one leave year to the next by employees covered by this Salary Schedule.

XII. Sick Leave

Use of sick leave shall be governed by the Personnel Law and the

County's 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 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.

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 adding the total number of unused sick leave hours as of separation, multiplying them by the final base hourly rate of pay and dividing that result by two (2). 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.

XIII. 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.

XIV. 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 12:00 noon to 8:00 p.m. shift and the 12:00 midnight to 8:00 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 non-essential County employees. The 4:00 a.m. to 12:00 noon shift shall be granted compensatory time, hour for hour, from the time of closing to 12:00 noon. 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 Agreement and applicable rules and regulations.

XV. 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 one member on any one occasion, and leave to attend Board meetings shall be granted to one Board member. Administrative leave will be granted to the Association under this Section subject to the availability of hours in the Food Services 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 fifteen (15) annual leave hours per fiscal year to a Food Services 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 thirty (30) 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).

XVI. Leave for Negotiations

One employee, who upon the request of the PGCOA is excused from his or her regular assignment on the day of negotiations to attend meetings with representatives of the County, shall suffer no loss of pay or leave.

The member of the PGCOA negotiating team 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 the member of the negotiating team from the PGCOA leave bank described in Section XV, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

XVII. PGCOA Representation

In the event a member of the bargaining unit covered by this Salary Schedule is elected PGCOA President, the PGCOA President shall be afforded the benefits of Article 8 (PGCOA Representation) of the collective bargaining agreement between the County and the PGCOA covering Correctional Officers.

XVIII. 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.

XIX. Uniforms and Physical Conditioning

In order to foster the professional image of Prince George's County Department of Corrections employees, employees covered by this Salary Schedule shall report for duty in uniforms which are clean and neat in appearance. The County shall provide an original uniform issue (except shoes) and shall replace uniform items as needed, at no cost to the employee. The original uniform issue shall consist of:

- | | |
|----------------------------------|--------------------|
| 5 short sleeve shirts | 1 belt with buckle |
| 5 trousers | 2 name plates |
| 1 lightweight jacket with lining | 1 badge |
| 1 winter coat with lining | |

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 hundred fifty dollars (\$150) in January, 1991 and in Fiscal Year 1992, three hundred twenty-five dollars (\$325) which payment will be paid in two (2) equal installments in July and January. These payments 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.

XX. Health Insurance Coverage

The County shall contribute seventy-five percent (75%) to the cost of the County's Managed Care health insurance program (other than prepaid group health plan) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

For those employees who elect to enroll in a prepaid group health plan or Health Maintenance Organization (HMO), effective with the contributions for coverage beginning on January 1, 1991 (i.e., the December, 1990, contributions), the Employer's contribution shall be equal to ninety-two and one-half percent (92.5%) of the cost of the HMO coverage and the participating employee's contribution shall be equal to the remaining seven and one-half percent (7.5%). Effective with the contributions for coverage beginning on July 1, 1991 (i.e., the June, 1991, contributions), the Employer's contribution shall be equal to ninety percent (90%) of the cost of the HMO coverage and the participating employee's contribution shall be equal to the remaining ten percent (10%). Effective with the contributions for coverage beginning on July 1, 1992 (i.e., the June, 1992, contributions), the Employer's contribution shall be equal to eighty-five percent (85%) of the cost of the HMO coverage and the participating employee's contribution shall be equal to the remaining fifteen percent (15%).

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%).

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. Supplemental Retirement Benefit

Employees covered by this Salary Schedule on the effective date of Collective Bargaining Agreement shall have the option of participating in the Supplemental Retirement Plan covering General Schedule employees providing a maximum supplemental retirement benefit of ten percent (10%) of their average annual compensation after twenty-five (25) years of service. Participation in the Supplemental Retirement Plan will be required of all employees covered by this Salary Schedule hired after the effective date of the Agreement.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.