

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1997 Legislative Session

Resolution No. CR-53-1997

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Bailey and Estepp

Co-Sponsors

Date of Introduction September 2, 1997

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - Correctional Officials

Salary Schedule C-O, Schedule of Pay Grades

(D-27 - D-33) - Department of Corrections - Officials

For the purpose of amending the Salary Plan of the County to reflect pay rates, define the workweek, and explain benefits of the Department of Corrections' Officials.

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 approval of a Salary Schedule to reflect the pay rates and benefits for the Department of Corrections' Officials.

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 August 19, 1997, which is attached hereto and made a part thereof, setting forth the following modifications: no cost of living or merit increases during the period from July 1, 1996 through June 30, 1997; modifications in annual and sick leave benefit in accordance with the principles of CB-62-1995 which will become effective on January 5, 1997; pre-tax treatment (IRS Pickup) of employee contribution to Supplemental Pension Plan; and further changes in clothing allowance and holiday pay, for such employees, be and the same is hereby approved.

Adopted this 7th day of October, 1997.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:
Dorothy F. Bailey
Chair

ATTEST:

Joyce T. Sweeney
Clerk of the Council

SALARY SCHEDULE C-O
SCHEDULE OF PAY GRADES
FOR CORRECTIONAL OFFICIALS
(LIEUTENANTS, CAPTAINS AND MAJORS)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 1996 - JUNE 30, 1997

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I. Scheduled Pay Rates

SALARY SCHEDULE C-O
 SCHEDULE OF PAY GRADES (D27 - D33)
 FOR CORRECTIONAL OFFICIALS
 (LIEUTENANTS, CAPTAINS AND MAJORS)
 PRINCE GEORGE'S COUNTY, MARYLAND
 IN EFFECT JULY 1, 1996

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
D27	HOURLY	16.6395	28.3042
Correctional	BIWKLY	1,331.16	2,264.34
Officer	ANNUAL	34,610	58,873
Lieutenant			
D28	HOURLY	17.4716	29.7195
	BIWKLY	1,397.73	2,377.56
	ANNUAL	36,341	61,817
D29	HOURLY	18.3451	31.2051
Correctional	BIWKLY	1,467.61	2,496.41
Officer	ANNUAL	38,158	64,907
Captain			
D30	HOURLY	19.2623	32.7654
	BIWKLY	1,540.98	2,621.23
	ANNUAL	40,066	68,152
D31	HOURLY	20.2255	34.4037
	BIWKLY	1,618.04	2,752.30
	ANNUAL	42,069	71,560
D32	HOURLY	21.2366	36.1239
	BIWKLY	1,698.93	2,889.91
	ANNUAL	44,172	75,138
D33	HOURLY	22.2984	37.9298
Correctional	BIWKLY	1,783.87	3,034.38
Officer Major	ANNUAL	46,381	78,894

The hourly rates are the rates which were in effect on July 1, 1995. For administrative purposes, the hourly rates are the controlling rates. Bi-weekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

MIN-MAX System:

Effective July 2, 1989, the "MIN-MAX" system in effect for employees covered under this Salary Schedule is governed by the following rules:

- A. Merit increases for employees covered by this Salary Schedule who earn less than the maximum of their grade shall be granted at a rate of three and one-half percent (3 1/2%). Employees will continue to receive 3 1/2% merit increases until one of the following occurs:
 - 1. They reach the maximum of their grade;
 - 2. The 3 1/2% increase would establish their hourly rate one percent (1%) or less below the maximum, in which case their hourly rate will be automatically adjusted upward to the maximum; or
 - 3. The 3 1/2% increase would establish their hourly rate above the maximum rate for that grade, in which case their hourly rate will instead be adjusted to equal the applicable maximum rate.
- B. Steps for the purpose of promotions, demotions, and discipline shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.

II. Merit Increase - Fiscal Year 1997

No employee covered by this Salary Schedule will receive a merit step (anniversary) increase during the period from July 1, 1996 through June 30, 1997.

III. Cost of Living Adjustment - Fiscal Year 1997

No employee covered by this Salary Schedule will receive a cost of living increase during the period from July 1, 1996 through June 30, 1997.

IV. Workweek

The workweek is the seven (7) consecutive day period commencing at 12:01 a.m. Sunday, and ending the following Saturday midnight.

- A. The standard number of hours in the workweek for full-time employees is forty (40) productive hours.
- B. Appointing authorities may assign full-time employees to work schedules involving rotating shift work which may not provide for a standard number of productive

hours within a workweek. The number of hours in the workweek for these employees may average 40-42 productive hours.

V. Work Schedules

Work schedules mean written schedules of the required daily hours of work within a workweek prescribed by an appointing authority for individual employees and/or various groups or units of employees under the appointing authority's jurisdiction as approved pursuant to Section 16-114 of the Personnel Law.

VI. Designation of Meal Periods

- A. Except for employees assigned to rotating shift work schedules, any employee who works five (5) or more hours in any workday shall receive an unpaid one-half hour meal period in addition to the forty (40) productive hours.
- B. Employees assigned to rotating shift work schedules averaging 40-42 productive hours shall be eligible for a meal period, as defined by the appointing authority, within the productive workday.

VII. Pay in Excess of Base Salary

A. Overtime Pay

1. General Provisions:

a. Subject to the limitations noted in Paragraph 2 below, employees allocated to classes within this Schedule shall be eligible to earn overtime pay for each hour or part thereof worked in excess of the number of productive hours constituting the standard workweek for full-time employees. Normally, the standard workweek for full-time employees will be forty (40) hours. However, in some instances, such as with rotating shift schedules, the number of full-time productive hours in the "standard" work- week may vary.

b. The rate of overtime pay for employees allocated to classes within this Schedule shall be equal to one and one-half (1 1/2) times the employee's regular hourly rate.

c. All pay status hours shall be considered productive hours for overtime computation purposes.

d. Each appointing authority shall be responsible for specifically directing and/or authorizing overtime work for employees under his/her jurisdiction. In addition, appointing authorities are responsible for ensuring fund availability for overtime pay.

2. Limitations:

a. Employees assigned to this Schedule, Grades 27 through 30, inclusive, shall be entitled to earn overtime pay only upon the written approval of the appropriate appointing authority.

b. Employees assigned to this Schedule, Grades 31 and above, shall be entitled to earn overtime pay only upon the written approval of the Chief Administrative Officer.

B. Premium Pay for Holiday Work

No employee occupying a position allocated to a class in the C-O Schedule above Grade 30 shall be eligible for premium pay for holiday work. However, when expressly directed in writing by the appointing authority to perform such holiday work, such employee shall receive an alternative day or shift schedule day off at the employee's base rate of pay.

Employees occupying classes allocated to Grades 27 through 30 in the C-O Schedule required to work on designated County holidays shall be paid at the rate of one (1) time the employee's base rate of pay plus one-half (1/2) hour of annual leave for all hours worked in addition to the employee's regular holiday pay as provided for in Section 16-219(d) and (g) of the Personnel Law.

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.

Should a holiday fall on an employee's regularly scheduled day off, the employee shall receive an alternative day or shift schedule day off at the employee's base rate of pay.

C. Shift Differential

For the duration of this Salary Schedule, a shift differential of one dollar eighty-five cents (\$1.85) 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 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.

D. Pyramiding of Overtime and Premium Pay

There shall be no pyramiding of overtime and premium rates. Only one overtime or premium rate will be paid for the same hours worked.

VIII. Leave Provisions

A. Sick Leave

Sick leave may be accumulated from year to year.

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 (15) 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 forty (40) or more hours per pay period shall accrue sick leave in proportion to the hours worked during each pay period.

B. Sick and Annual Leave Disposition Upon Separation

Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, be liquidated in the following manner:

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);
2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;
3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

a. Upon separation from employment, employees who have elected to participate in the new comprehensive pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or for up to 360 hours of accumulated annual leave, whichever is greater.

Any remaining amount would be applied toward retirement credit in the comprehensive plan even if the result is a benefit exceeding the maximum benefit allowed under the plan.

b. Upon separation from employment, employees who have elected to remain with the Maryland State Retirement Systems (MSRS) and the County Supplemental Plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or up to 360 hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.

4. Upon separation from employment for non-disciplinary reasons, eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of January 1, 1997. However, if a Correctional Officer with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a 50% cashout of unused accumulated sick leave as of the end of the 1996 leave year.

5. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e. new sick leave) is not subject to cash payment upon separation, but is available to purchase retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan.

6. For individuals who chose to remain in the MSRS plan and the County Supplemental Plan, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate.

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

C. Disability Leave

The Department will designate a member of management to make an initial determination as to whether an injury qualifies for disability leave. Specifically, where an employee claims injury on the job (all hours working, including breaks, will be considered) and is unable to work, management will make an initial determination through investigation as soon as possible but not later than ten (10) working days after the claim was made. In cases where injury on the job is clearly indicated, the employee will be placed on disability leave immediately. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but 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.

D. Annual Leave

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	Eight (8) hours per pay period

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

A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e. new annual leave).

An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in the paragraph above.

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

E. Personal Leave

Two (2) personal leave days shall be granted to all permanent, full-time employees and one (1) personal leave day shall be granted to all permanent part-time employees eligible for annual leave.

F. Compensatory Leave

Employees assigned to grades in this Schedule who are otherwise entitled to earn overtime compensation pursuant to Section V may elect to earn compensatory leave in lieu of overtime compensation, except that employees in Grades 27 through 30, inclusive, are entitled to earn compensatory leave without written approval of the appointing authority.

Accrual and use of compensatory leave shall be subject to the following restrictions:

No employee shall accrue more than 240 hours of compensatory leave. An employee shall be granted compensatory leave by the appointing authority within a reasonable period after requesting leave if the use of compensatory leave does not unduly disrupt the operations of the agency.

G. Administration of Leave

The provisions governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, parental, family and medical, disability, leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

IX. 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.

X. Unemployment Insurance

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

XI. Retirement Contributions

A. Employees paid in accordance with this Salary Schedule and who are enrolled in the Maryland State Employee's Retirement Systems shall pay retirement contributions at the rate of five percent (5%) or seven percent (7%) of base salary, depending on the

plan option selected.

- B. Effective January 1, 1980, current participants in the Employee's Retirement System may transfer to the Employee's Pension System, which is non-contributory up to the Social Security Wage Base.
- C. All classified employees hired on or after January 1, 1980, must enroll in the Employee's Pension System.
- D. 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.

XII. Supplemental Retirement Contributions

A. Effective July 1, 1996, certain employees covered by this Salary Schedule elected to continue to participate in a supplemental retirement benefit program, jointly funded through County and employee contributions. The cost of funding the supplemental retirement benefit is shared by the employee and the County through regular contributions each pay period. Pursuant to the collective bargaining agreement between the County and the Prince George's Correctional Officers' Association (PGCOA), an employee hired before July 1, 1995 contributes, through payroll deduction, 2.62% of his/her annual salary; employees hired on or after July 1, 1995, 3.62%. The employer contributes the remainder of the cost to fund this program.

B. 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.

Comprehensive Correctional Officer Pension Plan

Effective July 1, 1996, certain employees hired before July 1, 1995 covered by this Salary Schedule elected to commence participation in the Comprehensive Correctional Officer Pension Plan (the Plan) established by amending the Supplemental Retirement Benefit Plan in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan and, pursuant to the collective bargaining agreement between the County and the PGCOA, contribute through payroll deduction 5.88% of their annual salary. Employees hired on or after July 1, 1995, contribute 6.88% of their annual salary. The employer contributes the remainder of the cost to fund this program.

XIII. IRS Pickup Plan

The County shall pick up, within the meaning of Section 414(h) (2) of the Internal

Revenue Code, the employee contributions required by Section 4 (Funding) and Section 8,E (Funding) hereof. Such amounts:

1. Are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;
2. Shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;
3. Shall be paid by the County from the same source of funds that is used to pay compensation to the employee;
4. Shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

XIV. Group Health Insurance

- A. 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%).

- B. For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), their contribution shall be twenty percent (20%).
- C. The Employer shall contribute ninety percent (90%) to the County's 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%).
- D. The County shall contribute ninety percent (90%) to the County deductible prescription and optical care programs for any employee who retires on or after July 1, 1996 and who participates in either program. The participating retiree shall contribute the remaining ten percent (10%).

E. A Dental Plan is available to employees. The employee pays the entire cost.

XV. Life Insurance

The County shall pay one hundred percent (100%) of the monthly premium for the County life insurance coverage as authorized and in accordance with Section 16-212 of the Personnel Law. The County shall pay a death benefit of \$5,000 upon the death of any County employee paid in accordance with the Salary Schedule whose death results from an accidental personal injury arising out of and in the course of his/her employment.

XVI. Social Security

Effective January 1, 1996, 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 \$62,700, and 1.45% of the remainder 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.

XVII. 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, Title 9 of the Maryland Labor and Employment Code Annotated.

XVIII. 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
2 glove pouches	1 dress badge
1 winter hat	1 necktie
1 tie clasp	1 pair handcuffs
1 handcuff holder	1 radio holder
1 badge	2 name tags

1 scan pen
K9/ERT

3 blue or black BDUs

Thereafter, employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, for the duration of this Salary Schedule, the County will provide Nine Hundred dollars (\$900.00) to each unit member for the procurement, care and upkeep of uniforms. The parties further agree that uniform allowance for FY98 shall be subject to negotiations between them. 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.

Effective January 1, 1997, 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) per fiscal year in FY97. This supplement will be paid in two (2) equal installments in July and December of each fiscal year noted above, and will not be included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions or retirement or insurance benefits.

XIX. Policy Statement

It is the policy of the County that benefits afforded to employees in the Salary Schedule are governed by the specific salary schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any 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.