

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1999 Legislative Session

Resolution No. CR-55-1999

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Estepp, Russell, Bailey, Shapiro and Scott

Co-Sponsors _____

Date of Introduction October 19, 1999

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits – Prince George’s Correctional

3 Officers’ Association, Inc.

4 For the purpose of amending the Salary Plan of the County to reflect the terms of a labor
5 agreement by and between Prince George’s County and the Prince George’s Correctional
6 Officers’ Association, Inc.

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

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

13 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
14 County, Maryland, that the Salary Schedule submitted and recommended by the County
15 Executive on October 15, 1999, which is attached hereto and made a part hereof, setting forth the
16 following modifications: cost of living increases in Fiscal Years 2000 and 2001; merit increases
17 in Fiscal Years 2000 and 2001; and changes in shift differential, clothing allowance, TEC pay,
18 physical training supplement and pay differential for Master Corporals and Master Sergeants, be
19 and the same is hereby approved.

Adopted this 23rd day of November, 1999.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
M. H. Jim Estepp
Chairman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

SALARY SCHEDULE D
SCHEDULE OF PAY GRADES - PRINCE GEORGE'S CORRECTIONAL
OFFICERS' ASSOCIATION, INC.
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 1999 - JUNE 30, 2001

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1. SCHEDULED SALARY RATES

SCHEDULE OF PAY GRADES (D21 - D26)
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE NOVEMBER 21,1999

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
D21 (Correctional Officer)		
HOURLY	13.3738	22.7488
BIWEEKLY	1,069.90	1,819.90
ANNUAL	27,818	47,318
D22 (Correctional Officer First)		
HOURLY	14.0421	23.8864
BIWEEKLY	1,123.37	1,910.91
ANNUAL	29,208	49,684
D23 (Correctional Officer Corporal)		
HOURLY	14.7447	25.0816
BIWEEKLY	1,179.58	2,006.53
ANNUAL	30,669	52,170
D24		
HOURLY	15.4814	26.3343
BIWEEKLY	1,238.51	2,106.74
ANNUAL	32,201	54,775
D25 (Correctional Officer Sergeant)		
HOURLY	16.2553	27.6513
BIWEEKLY	1,300.42	2,212.10
ANNUAL	33,811	57,515
D26		
HOURLY	17.0683	29.0341
BIWEEKLY	1,365.46	2,322.73
ANNUAL	35,502	60,391

The hourly rates are the January 3, 1999 rates multiplied by 102%. 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 JULY 2, 2000

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
D21 (Correctional Officer)		
HOURLY	13.5075	22.9763
BIWEEKLY	1,080.60	1,838.10
ANNUAL	28,096	47,791
D22 (Correctional Officer First Class)		
HOURLY	14.1825	24.1253
BIWEEKLY	1,134.60	1,930.02
ANNUAL	29,500	50,181
D23 (Correctional Officer Corporal)		
HOURLY	14.8921	25.3324
BIWEEKLY	1,191.37	2,026.59
ANNUAL	30,976	52,691
D24		
HOURLY	15.6362	26.5976
BIWEEKLY	1,250.90	2,127.81
ANNUAL	32,523	55,323
D25 (Correctional Officer Sergeant)		
HOURLY	16.4179	27.9278
BIWEEKLY	1,313.43	2,234.22
ANNUAL	34,149	58,090
D26		
HOURLY	17.2390	29.3244
BIWEEKLY	1,379.12	2,345.95
ANNUAL	35,857	60,995

The hourly rates are the November 21, 1999 rates multiplied by 10 1%. 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 JANUARY 14, 2001

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
D21 (Correctional Officer)		
HOURLY	13.6426	23.2061
BIWEEKLY	1,091.41	1,856.49
ANNUAL	28,377	48,269
D22 (Correctional Officer First Class)		
HOURLY	14.3243	24.3666
BIWEEKLY	1,145.94	1,949.33
ANNUAL	29,795	50,683
D23 (Correctional Officer Corporal)		
HOURLY	15.0410	25.5857
BIWEEKLY	1,203.28	2,046.86
ANNUAL	31,285	53,218
D24		
HOURLY	15.7926	26.8636
BIWEEKLY	1,263.41	2,149.09
ANNUAL	32,849	55,876
D25 (Correctional Officer Sergeant)		
HOURLY	16.5821	28.2071
BIWEEKLY	1,326.57	2,256.57
ANNUAL	34,491	58,671
D26		
HOURLY	17.4114	29.6176
BIWEEKLY	1,392.91	2,369.41
ANNUAL	36,216	61,605

The hourly rates are the July 2, 2000 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.

MIN-MAX System:

The MIN-MAX system in effect for all members of the bargaining unit on June 30, 1999 has been replaced by the following modified "MIN-MAX" system on July 1, 1999.

A. Base Pay Rates. The base pay rates for the ranks of Correctional Officer (D21), Correctional Officer First Class (D22), Correctional Officer Corporal (D23) and Correctional Officer Sergeant (D25) are set forth in the Scheduled Pay Rates effective on the first full pay period beginning on or after July 1, 1999.

B. Merit Increases Effective July 1, 1999, Merit Steps will have the value of three percent (3%).

1. If, upon the granting of a three percent (3%) merit increase, an employee's salary rate is one percent (1%) or less from the applicable maximum rate, the employee will have his/her salary rate adjusted to the applicable maximum rate.

2. If, upon the granting of a three percent (3%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three percent (3%) from the applicable maximum rate, the employee, upon the satisfactory completion of one (1) additional year service, will have his/her salary rate adjusted to the applicable maximum rate.

C. Steps for the purpose of promotions, demotions, discipline, and reallocations shall be at the rate of five percent (5%) and shall be governed by the Personnel Law.

D. MASTER CORRECTIONAL OFFICER PROGRAM (PROGRAM)

The Program covers promotions to the rank of Corporal. The current rank designations are Correctional Officer, Correctional Officer First Class and Corporal.

1. Correctional Officers hired on or after July 1, 1996 will have an 18 month probationary period with test against standard to advance to Correctional Officer First Class (not dual allocation).

2. Promotion to the rank of Corporal under the Program is based on a candidate's successful completion of a set standard consisting of the performance evaluation and the written examination described in paragraphs 4, 5, and 6, herein.

3. The minimum time-in-grade requirement for eligibility to become a candidate for promotion to Corporal under the Program is twelve (12) months as a Correctional Officer First Class.

4. A performance evaluation is the first component determining eligibility for promotion under the Program. Correctional Officers who have met the necessary time-in-grade requirement and who have elected to become candidates for promotion shall be rated by the department as "Promotable" or "Nonpromotable." A rating of "Promotable" shall qualify a Correctional Officer to take the written promotional examination for the rank of Corporal. A

rating of "Nonpromotable" shall render a Correctional Officer ineligible to take the promotional examination and for promotion during the promotional cycle involved.

5. A written examination is the second component determining eligibility under the Program. Examinations under the Program for the rank of Corporal will be administered in April of each year. The written examination scores of Correctional Officers seeking promotion under the Program shall be placed in one of two categories: "Pass" consisting of all examinations with a score equal to or greater than seventy percent (70%-), and "Fail" consisting of all examinations with a score less than seventy percent (70-%).

6. Candidates who have received an evaluation of "Promotable" and who have achieved a written examination score of seventy percent (70%) or better shall be deemed "qualified" for promotion and will be promoted within thirty (30) days after successfully completing all aspects of the process.

7. Nothing contained in the Program is intended to modify the relationship between the disciplinary process and the promotion process. A candidate who is qualified for promotion under paragraphs 1 - 7, above, and who is under an investigation which could lead to a disciplinary action shall have his or her promotion held in abeyance pending the final outcome of the disciplinary process. If the Correctional Officer involved is still deemed qualified for promotion after the disciplinary process is completed, the Correctional Officer will be promoted retroactive to the appropriate effective date stated in paragraph 7, above.

8. The parties specifically understand and agree that the willingness of the County to discuss the promotional issues reflected in this Memorandum of Understanding with the PGCOA during bargaining, to include the resolution of those discussions by reference in the Settlement Agreement to which this Memorandum of Understanding is attached, and to enter into this Memorandum of Understanding regarding a Master Correctional Officer Program does not waive or otherwise compromise the County's position that promotional matters constitute non-mandatory subjects of bargaining.

E. MASTER CORPORAL AND MASTER SERGEANT

The job titles of Master Corporal and Master Sergeant: In order to be eligible to receive the designation of Master Corporal or Master Sergeant, the employee must have ten (10) years in grade with a satisfactory performance evaluation of 2.0 or more and with the approval of the Director. This designation shall not be unreasonably withheld; and, if this designation is withheld, a written justification will be provided.

Effective June 30, 2001, Master Corporals and Master Sergeants will receive a two percent (2%) increase in their base pay rate.

2. MERIT INCREASES

FY 00 Employees covered by this salary schedule who are otherwise eligible to receive a merit increase during the period from July 1, 1999 through June 30, 2000, will receive a merit increase.

FY 01 Employees covered by this salary schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2000 through June 30, 2001, will receive a merit increase.

3. COST OF LIVING ADJUSTMENTS

FY00. Effective the last pay period beginning in November, 1999, employees covered by this salary schedule will receive a two percent (2%) increase in their base hourly rates of pay.

FY01 Effective the first full pay period beginning on or after July 1, 2000, employees covered by this salary schedule will receive a one percent (1%) increase in their base hourly rates of pay.

Effective the first full pay period beginning on or after January 1, 2001, employees covered by this salary schedule will receive a one percent (1%) increase in their base hourly rates of pay.

4. WORK HOURS

The work week is the seven (7) consecutive day period commencing with the first shift on Sunday and ending with the last shift on the following Saturday. The standard number of hours in a pay period shall be eighty (80) hours. Although employees covered by this Salary Schedule may not be scheduled to work exactly eighty (80) hours in a given pay period, the number of regularly scheduled hours of work in a pay period for employees covered by this Salary Schedule shall average eighty (80) hours a pay period during the course of the year. An employee shall not normally be scheduled to work more than five (5) consecutive days without a two (2) consecutive day break. Unless a schedule is proposed pursuant to paragraph 4 below which would require employees covered by this Salary Schedule in the Bureau of Security (except specialty units) to work a schedule different from the current schedule, all members of unit two will continue to work a schedule of five (5) eight (8) hour days with two (2) consecutive days off, one which will be a Saturday or Sunday with the exception of two (2) unit two Officers who will be off during the week.

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

The Department may require employees covered by this Salary Schedule assigned to the Bureau of Security to attend roll call fifteen (15) minutes prior to the commencement of the shift. For each day of attendance, employees will receive credit to their compensatory leave accounts at the rate of time and one-half or pay at straight-time at the option of the County. Employees will be permitted to schedule in advance at a mutually acceptable time one (1) day of compensatory or annual leave in conjunction with one of their scheduled two (2) day breaks during a regular six (6) week schedule period. An officer attending mandatory training and/or court appearance will not lose his/her shift differential.

The parties recognize that the County has the right to implement alternative shift plans, including rotating shifts, for employees covered by this Salary Schedule provided, however, that in the event management implements rotating shifts, changes in rotation will occur no more frequently than every eight (8) weeks. The County will provide the Association with at least twenty (20) working days notice before implementing a permanent change in shift plans including pilot programs. The parties may place the matter on the agenda of the Labor Management Committee for expedited discussions.

In determining shift assignments, the Department will take into account the shift preference of officers and, where officers express the same preference, attempt to resolve scheduling on the basis of seniority. The parties also understand and agree that, except as otherwise provided by the Agreement, decisions concerning shift assignments and scheduling rest solely with management and that these decisions are nonappealable through the grievance procedure.

5. 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.

6. SHIFT DIFFERENTIAL

Effective the first full pay period beginning on or after July 1, 1999, a shift differential of Two Dollars (\$2.00) 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. Effective the first full pay period beginning on or after July 1, 2000, the shift differential will be increased to Two Dollars and ten cents (\$2.10) 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.

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.

7. CALL BACK PAY

An employee who is called back to work from off-duty by the County to perform operational duties and does in fact report during his/her off-duty hours shall be paid a minimum of three (3) hours at the applicable overtime rate of pay. This provision shall not apply to overtime situations, administrative hearings or disciplinary procedures. However, management will attempt to schedule such hearings and/or procedures during the duty hours of the employee or at a mutually agreeable time.

When an officer is required by the Department to appear as a witness on behalf of the Department at an administrative hearing or disciplinary proceeding, including a trial board, the Department, where feasible, will adjust the officer's work schedule to permit the officer to appear during scheduled work hours. Where that is not feasible, the officer will be compensated in compensatory leave at the time and one-half (1 1/2) rate for the time the officer is required by the Department to appear. When the Department requires an officer to attend an administrative hearing or disciplinary proceeding, including a trial board during off duty hours as a witness on behalf of the charged officer, the witness will receive compensatory leave at the straight time rate for the time he is required to attend the trial board.

8. TEC PAY SUPPLEMENT

For FY00, all employees covered by this salary schedule and permanently assigned to duties as canine officers, to ERT duties,, to duties as hostage negotiators or regional processing officers will receive an annual TEC supplement in the amount of Three Hundred Twenty-five Dollars (\$325.00). Unless otherwise noted, this sum will be paid in July of each fiscal year and is not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions, or retirement or insurance benefits. For FY01, the TEC supplement will be increased to three hundred Fifty Dollars (\$350.00) and paid in November 2000.

9. 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 (Employee Appreciation Day) will also be recognized and observed as a holiday for the employees covered by this Salary Schedule.

2. Employees covered by this Salary Schedule who are assigned to the Bureau of Security shall observe the following holidays on their traditional dates of observance listed below:

New Year's Day	January 1
Martin Luther King's Birthday	January 15
Washington's Birthday	February 22
Correctional Officer Memorial Day	1 st Sunday in May
Independence Day	July 4
Columbus Day	October 12
Veterans Day	November 11
Christmas Day	December 25

When an employee's regularly scheduled day off coincides with the day of holiday observance, the employee shall receive another day off.

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

An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled day off shall be paid for all hours worked at the overtime rate. In addition, the employee shall receive another day off.

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

10. 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 four (4) consecutive working days, he/she shall be paid at a rate of pay which is equivalent to a two (2) step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, and shall continue to be paid at that rate until relieved.

When any Lieutenant or Sergeant in the Bureau of Security is absent from work, the Department will assign where feasible an officer of equal rank to that capacity. If that is not feasible, the Department will assign an officer of lower rank to work in that capacity. When an employee acts as a Sergeant or Lieutenant in the Bureau of Security for more than a total of eight (8) 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 four (4) consecutive working days.

11. 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.

12. 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 six (6) employees from unit one and two (2) employees from unit two per shift to be off on annual leave at any one (1) time. During peak vacation periods, that is, from seven (7) days prior to Memorial Day through seven (7) days after Labor Day and seven (7) days prior to Thanksgiving through January 15, the Department will make reasonable efforts to permit at least eight (8) employees from unit one and two (2) employees from unit two per shift to be off on annual leave at any one (1) time. One (1) additional employee from unit one (that is, 9 + 1) will be permitted off on annual leave during peak periods when additional bargaining unit positions are authorized above the July 1, 1999 authorized level or the Department is allowed temporarily to hire above the authorized level.

In order to assist employees in planning their annual leave use, the Department will maintain and update a master schedule of approved leave for the next six (6) months. The Department will accept written requests for annual leave.

Submissions will be made between the first (1st) and the tenth (10th) day of the months of December, March, June, and September. Leave requests will be acted upon by the twentieth (20th) of the month.

An employee will not be entitled, based on seniority, to use more than a total of one hundred twenty (120) hours of annual leave during both peak periods combined, with no more

than eighty (80) during any one leave period. Additional leave will be granted after the leave window submission period based on a seniority, first-come, first-served basis.

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.

Annual Leave accumulation and carryover

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

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

3. Effective beginning with the 1997 leave year, employees who are over the three hundred sixty (360) hours limit at the end of that leave year will be able to convert any annual leave in excess of three hundred sixty (360) hours to new sick leave. Effective July 1, 2000, the Comprehensive Pension Plan will be modified to provide that new sick leave converted from annual leave, up to a combined total for each Correctional Officer of 1,040 hours of annual leave and new sick leave may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit.

13. SICK LEAVE

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

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

Sick leave may be accumulated from year to year.

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

Requests for sick leave because of illness which incapacitates the employee must be made as far in advance as possible, but, under normal conditions, not later than one (1) hour before the scheduled starting time of the employee's work shift.

Documentation: The County may require proof of the reason for which sick leave was taken when the County has reasonable cause to believe that an employee may be abusing sick leave privileges. For the purposes of this salary schedule, reasonable cause shall be defined as:

1. The employee is under a sick leave letter;
2. An established, documented pattern that shows leave abuse is apparent, that is, habitual sick leave absences on the employee's Mondays, Fridays, or immediately before or after the employee is scheduled for approved leave, and/or the days immediately before and/or after the holidays; or
3. When credible information is obtained or developed by the on-duty supervisor that the employee is misusing or abusing sick leave, for example, a situation where sick leave is utilized on a day when annual leave or compensatory time was requested and denied with reason; employee calls in sick and supervisor contact is negative, for the duration of the employee's shift.

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

14. 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 the date of separation but not to exceed the highest rate of pay of a correctional officer sergeant in January, 1997 -- that is, \$25.6725 per hour. However, if a Correctional Officer with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a 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. Correctional Officers whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph 4., above.

7. 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.

8. 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.

15. BEREAVEMENT LEAVE

Bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first sixteen (16) hours of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave

16. DISABILITY LEAVE

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

17. PERSONAL LEAVE

Twenty-eight (28) hours of paid personal leave per leave year -- including the four (4) hours granted in lieu of the former General Election Day holiday --shall be granted to each employee eligible for annual leave. The personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

18. 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.

19. 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 the second Wednesday of the month. Administrative leave will be granted to the Association and its members under this Section subject to the availability of hours in the PGCOA Leave Bank described below. If the meeting falls on the employees regular day off, the employee will be given hour for hour compensatory leave.

Where the PGCOA certifies (1) a list of employees covered by this Salary Schedule will automatically have annual leave, or County compensatory leave, deducted consistent with Section 13A-103(e) of the Labor Code (the County will deduct compensatory leave before using annual leave), and (2) the number of annual or compensatory leave hours to be transferred per employee will be four (4) hours semiannually (January and June), the County will accept that certification and will transfer up to a maximum of 1750 annual or compensatory leave hours per fiscal year to a PGCOA leave bank of administrative leave. For each annual leave hour transferred to the leave bank, the County will credit to the bank an additional hour of administrative leave up to a combined total of 3500 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).

20. LEAVE FOR NEGOTIATIONS

Employees (not to exceed eight (8) in number - six (6) plus one (1) alternate for each unit) who, upon the request of PGCOA are excused from their regular assignment on the day of negotiations to attend meetings with representatives of the County and/or to prepare for negotiations, shall suffer no loss of pay or leave. If the meeting falls on the employee's regular day off, the employee will be given hour for hour compensatory leave.

Members of the PGCOA negotiating team (not to exceed eight (8) members) may be granted up to forty-eight (48) hours of administrative leave each to prepare for negotiations. The Association must request the leave from the Director in a reasonable period of time before it is to be used, and the request is subject to the Director's approval, which will not be unreasonably withheld.

The Director may, after the Association's request, grant additional leave to members of the negotiating team from the PGCOA leave bank described in Section 19, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

21. PGCOA REPRESENTATION

The PGCOA President or, in his or her absence, a duly designated acting President shall not be assigned to duties for the Corrections Department but shall remain on the payroll of the Corrections Department for the purpose of performing full-time duties as PGCOA President. During this period, the President or, in his or her absence, a duly designated acting President or any other officer assigned to work at PGCOA shall continue to accumulate seniority and shall receive all benefits (for example, shift differential, if applicable) as if he/she were fully on duty with the Department. Further, the PGCOA President or any other officer assigned to work at PGCOA will maintain the qualifications required for officers of his/her rank, which shall include, but are not limited to, the fulfillment of in-service training requirements and weapons qualification.

If the PGCOA President or, in his or her absence, a duly designated acting President is absent from normal duties as PGCOA President or, in his or her absence, a duly designated acting President because of illness, vacation, or other reasons not related to his/her duties as President or, in his or her absence, a duly designated acting President, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.

If the PGCOA President or, in his or her absence, a duly designated acting President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the PGCOA Board may designate in writing to the County a PGCOA member who shall act as PGCOA President in his/her absence. The County agrees that upon receipt of the written designation by the PGCOA Board, received at least five (5) working days in advance of the date the leave is to begin (emergencies excepted), the County will place on administrative leave the PGCOA member so designated by the PGCOA Board in lieu of the President for each day that leave is announced.

22. ADMINISTRATION OF LEAVE

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

23. UNIFORMS AND PHYSICAL CONDITIONING

In order to foster the professional image of Prince George's County Correctional Officers, employees covered by this Salary Schedule shall report for duty in uniforms which are clean and neat in appearance. New employees shall receive an original uniform issue (except shoes). The original uniform issue shall consist of:

3 long sleeve shirts	3 short sleeve shirts
1 pair dress pants	5 pair summer pants
1 belt	1 lightweight jacket
1 jacket with lining	1 raincoat
1 dress blouse	1 dress hat and hat badge
2 glove pouches	1 necktie
1 winter hat	1 pair handcuffs
1 tie clasp	1 radio holder
1 handcuff holder	2 name tags
1 badge	1 scan pen

For K9/ERT: 3 BDUs

Thereafter, employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, during FY00, the County will provide Nine Hundred Twenty-five Dollars (\$925.00) to each unit member for the procurement, care and upkeep of uniforms. Unless otherwise noted, this allowance will be paid in July of each fiscal year 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. For FY01, the uniform allowance will be Nine Hundred Fifty Dollars (\$950.00) and will be paid in November 2000.

Following enactment of the contract, the Labor-Management Committee, provided for in Article 34 of the Agreement, will set as an agenda item the development of a proposed Departmental Policy on Physical Fitness for uniformed Correctional Officers. The policy shall include, but not be limited to, the following:

1. The standards of physical fitness and performance which all Prince George's County Correctional Officers may be required to meet.
2. The frequency that officers may be required to demonstrate their ability to meet those standards.
3. Reasonable program(s) to be made available to officers to regain and/or maintain their physical fitness at or above the prescribed level.
4. A system of rewards and incentives to prompt individual officers or teams of officers to strive for and achieve high levels of physical fitness.

The parties also agree that employees who are covered by this salary schedule will participate in the Department's physical conditioning program when it is made available, which should be in place by January 1, 1997, unless excused from participation for valid medical reasons. In order to defray employee expenses associated with the program, employees covered by the Agreement will receive a physical conditioning supplement of Two Hundred Dollars (\$200.00) per fiscal year in FY00 and FY01. Unless otherwise noted, this supplement will be paid in July of each fiscal year and is not included in the employee's base pay for any purposes

such as computing holiday pay, annual and sick leave pay, retirement deductions or retirement or insurance benefits. During FY01, the physical training supplement will be paid in November 2000.

24. HEALTH AND LIFE INSURANCE COVERAGE

The County shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance 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), their contribution shall be twenty percent (20%).

Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

The County shall contribute ninety percent (90%) to the County deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

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%).

Two dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the plans.

Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

Employees may contribute up to \$5,000.00 in a dependent flexible spending account and up to \$3,000.00 in a medical flexible spending account. The minimum that may be contributed to either account is \$10 per pay period for the 2000 Plan Year.

Life Insurance. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of One Hundred Thousand Dollars (\$100,000.00). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of \$700,000.00 including the base amount provided by the County. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.

Accidental Death Insurance. Effective July 1, 1999, the accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount

of Fifty Thousand Dollars (\$50,000.00) to an employee's designated beneficiary should the employee be killed in the line of duty.

Life Insurance for Retirees. For Correctional Officers who retire on or after July 1, 1999, the county provided life insurance benefits of up to \$100,000.00 will not be reduced until the retiree attains age sixty (60). At that time the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the life insurance benefit by fifteen percent (15%) on the first day of the calendar month or next following the date of the retiree's attainment of age sixty (60). On each of the next four (4) anniversaries, the retiree's insurance will be reduced by the same dollar amount.

25. 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.

26. 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.

27. SUPPLEMENTAL RETIREMENT CONTRIBUTIONS

Section 1. Benefit Accrual and Amounts.

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 rate of accrual and amount of the benefit payable under this program is determined as follows:

1. Benefit accrual is at the rate of 0.6% times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County

Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 5.

2. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is fifteen percent (15%) of the employee's average annual compensation, as determined pursuant to Section 5.

Section 2. Vesting.

A. Minimum Continuous Service Requirements

No employee covered by this salary schedule shall be entitled to any benefit described in this Article 41 until the employee has completed a minimum of five (5) years of actual and continuous service as a Correctional Officer for Prince George's County.

B. Vested Benefit

An employee completing the minimum continuous service requirements of Subsection A. above shall be entitled to receive a monthly benefit as determined pursuant to Section 1.

Section 3. Benefit Payment.

The benefit accrued by an employee under either Section 1 or Section 2, above, shall not be payable until the date on which the employee reaches twenty-five (25) years of actual and continuous service or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, or until the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County, whichever occurs later.

Section 4. Funding.

The cost of funding the supplemental retirement benefit described in this Article 40 will be shared by the employee and the County through regular contributions each pay period. The County shall contribute seventy-five percent (75%) of the total cost of providing the employee's benefit, and the employee shall contribute, through payroll deduction, the remaining twenty-five percent (25%). In addition, effective July 1, 1995, the employee contribution for employees hired before July 1, 1995 will be increased by an amount equal to one percent (1%) of the employee's annual salary and the employer contribution will be decreased accordingly. Effective July 1, 1995, the contribution for employees hired on or after July 1, 1995 will be increased by an amount equal to two percent (2%) of the employee's annual salary, and the employer contribution will be decreased accordingly. Effective July 1, 1999, the contribution for all employees will be increased by one-half of one percent (1/2 %) of the employee's annual salary, and the employer contribution will be decreased accordingly.

Section 5. Definitions.

A. Actual Service means service while employed as a Correctional Officer of Prince George's County.

Actual Service shall also mean the service for employees covered by this salary schedule who are identified to have prior credited service as indicated in a Memorandum of Understanding of the twenty-fifth day of September, 1990.

B. Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

C. Compensation means the basic compensation actually received by an employee for service rendered as a Correctional Officer for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

D. Continuous Service means the most recent unbroken period of employment as a Correctional Officer for Prince George's County. Continuous Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in a Memorandum of Understanding of the twenty-fifth day of September, 1990.

Section 6. Hold Harmless Provisions For Supplemental Retirement and Leave Payout.

A. FY92 COLA. For any employee covered by this salary schedule who retires after July 1, 1991, "Average Annual Compensation" as that term is defined in Section 5. (Definitions), above, will be calculated as if the employee had received the seven percent (7%) cost of living increase set forth under Article 22 (WAGES), paragraph C. (FY92) of the original Agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

B. FY94 Merit. For any employee covered by this salary schedule who retires after July 1, 1993, "Average Annual Compensation" as that term is defined in Section 5. (Definitions), above, will be calculated as if the employee had received any step increase the employee would otherwise have received during the first year of this Agreement but for the deferral of such step increase. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

Section 7. Supplemental Retirement Benefit Plan Modifications Effective June 30, 1993.

A. Effective June 30, 1993, the benefit accrual rate in Section 1 above shall be increased from 0.6% to 0.8% per year for up to twenty-five (25) years of service for an increase in normal benefit from fifteen percent (15%) to twenty percent (20%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of twenty-five percent (25%).

B. Effective June 30, 1993, in order to be eligible to begin receiving his or her supplemental retirement benefit pursuant to this Article, an employee will no longer have to wait until the date on which the employee reaches twenty-five (25) years of actual and continuous service or the date on which the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County. Rather, effective on or after said date, an employee will have the option of receiving his or her retirement benefit accrued pursuant to Sections 1 and 2 as amended by Section 7A. above as of the date he or she reaches age sixty (60). This new eligibility rule will be an option for each employee, and an employee will continue to have the option of receiving his or her supplemental retirement benefit as of the date he or she satisfies the twenty-five (25) year service requirement identified in Section 3 above regardless of age.

Section 8. Supplemental Retirement Benefit Plan Modifications Effective January 1, 1999.

Effective January 1, 1999, the benefit accrual rate in Section 1 above shall be increased from 0.8% to 1% per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty percent (20%) to twenty-five percent (25%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty percent (30%).

Section 9. Supplemental Retirement Benefit Plan Modifications Effective July 1, 1999.

Effective July 1, 1999, the benefit accrual rate in Section 1 above shall be increased from 1% to 1.2% per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty-five percent (25%) to thirty percent (30%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty-five percent (35%).

Section 10. Comprehensive Correctional Officer Pension Plan.

A. Establishment of the Plan

Employees covered by this salary schedule may elect to commence participation in the Comprehensive Correctional Officer Pension Plan (the Plan) (established by amending the Supplemental Retirement Benefit Plan) in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan described in Sections 1 through 7, above. The Plan is effective July 1, 1996. Establishment of the Plan is contingent on approval of the Plan by the County Council and the State and is also contingent on the transfer of the appropriate assets from the State Retirement/Pension Systems to the County.

The parties agree to establish a Pension Implementation Committee to monitor the progress in the implementation of the new Correctional Officer Pension Plan. The Committee will be comprised of equal members from the County and the PGCOA (at least one member from each bargaining unit). The Committee will meet at least quarterly but more frequently if necessary.

B. Benefit Accrual and Amounts

1. Normal Benefit - 50% Retirement at 25 Years of Service

Normal Benefit accrual is at the rate of two percent (2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9.F., below. Additional benefit accrual may be earned for years twenty-six (26) through (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is 61%.

Effective January 1, 1999, Normal Benefit accrual is at the rate of two and two-tenths percent (2.2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9.F., below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years twenty-six (26) through (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is 66%.

Effective July 1, 1999, Normal Benefit accrual is at the rate of two and forty-four hundredths percent (2.44%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-two and one-half (22 1/2) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9.F., below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years after twenty-two and one-half (22 1/2) through twenty-five (25) at the increased accrual rate of two percent (2%) per year for a normal retirement benefit of sixty percent (60%). Further benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of one and two-tenths (1.2%) per year. The maximum benefit payable is 66%.

2. Disability Benefit

a. Job Related

The benefit for a job related disability is fifty percent (50%) of the employee's average annual compensation, as determined pursuant to Section 8.F., below. Effective June 30, 2001, the benefit for retirement resulting from a job-related disability will be sixty percent (60%).

b. Non-Job Related

The benefit for a non-job related disability is twenty-five percent (25%) of the employee's average annual compensation, as determined pursuant to Section 8.F., below. To be eligible for the benefit, the employee must have completed five (5) years of actual and

continuous service as a Prince George's County Correctional Officer. Effective June 30, 2001, the benefit for retirement resulting from a non-job related disability will be thirty percent (30%).

3. Cost Of Living Increases

a. In January of each year, beginning in January, 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund."

b. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in paragraph 3.c., below.

c. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to paragraph 3.a, above, provided:

1. Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.

2. The maximum increase provided shall not exceed \$100.00 per month.

3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a Ten Dollar (\$10) benefit increase.

d. Any amount in the "post-retirement increase fund" described in paragraph 3.a. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 3.c.2 or less than an amount necessary to provide the minimum benefit described in paragraph 3.c.3. will be transferred (returned) to the general pension fund assets.

e. The phrase "actuarially calculating the lifetime benefit" in subparagraph 3.c., above, means that the Plan's actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

C. Vesting

1. Minimum Continuous Service Requirements

No employee covered by this salary schedule shall be entitled to a normal benefit provided by the Plan until the employee has completed a minimum of five (5) years of actual and continuous service as a Correctional Officer for Prince George's County.

2. Vested Benefit

An employee completing the minimum continuous service requirements of Subsection A. above shall be entitled to receive a monthly benefit as determined pursuant to Section 8.B.1.

D. Benefit Payment

The benefit accrued by an employee under either Section 8.B.1. or 8.C., above, shall not be payable until the latest of the following:

- 1) the date on which the employee reaches either twenty-five (25) years of actual and continuous service or age fifty-five (55), whichever occurs earlier; or,
- 2) the date on which the employee either reaches age fifty-five (55) or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, whichever occurs earlier; or,
- 3) the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County.

E. Funding

The cost of funding the Plan will be shared by the employee and the County through regular contributions each pay period. The County shall contribute seventy-five percent (75%) of the total cost of providing the employee's benefit, and the employee shall contribute, through payroll deduction, the remaining twenty-five percent (25%). In addition, effective July 1, 1996, the contribution for employees hired before July 1, 1995 will be increased by an amount equal to one percent (1%) of the employee's annual salary, and the employer contribution will be decreased accordingly. Effective July 1, 1996, the contribution for employees hired on or after July 1, 1995 will be increased by an amount equal to two percent (2%) of the employee's annual salary, and the employer contribution will be decreased accordingly. Effective July 1, 1999, the contribution for all employees will be increased by one percent (1%) of the employee's annual salary, and the employer contribution will be decreased accordingly.

F. Purchase of Service with Accrued Leave

Effective July 1, 1999, the Comprehensive Pension Plan will be modified to provide for the purchase of additional months of creditable service after twenty-two and one-half (22 1/2) years of service with annual and sick leave (forty (40) hours of annual leave/eighty (80) hours of sick leave to purchase one (1) month of creditable service).

G. Definitions

1. Actual Service means service while employed as a Correctional Officer of Prince George's County.

Actual Service shall also mean the service for employees covered by this salary schedule who are identified to have prior credited service as indicated in the Memorandum of Understanding executed between the parties pursuant to Section 5.A., above.

2. Average Annual Compensation means an amount computed by dividing by two (2) the compensation actually received by an employee during whatever period of twenty-four (24) consecutive months of continuous service will provide the largest total compensation for any such period.

3. Compensation means the basic compensation actually received by an employee for service rendered as a Correctional Officer for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. Continuous Service means the most recent unbroken period of employment as a Correctional Officer for Prince George's County. Continuous Service shall also mean the service for employees covered by this salary schedule who are identified to have prior credited service as indicated in the Memorandum of Understanding executed between the parties pursuant to Section 5.A., above.

Section 10. 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.

Section 11. Military Service Credit

For the purposes of this section, the definition of "service in the armed forces of the United States: shall be any full-time active or reserve military service in the armed forces or reserve armed forces of the United States.

Following the date the legislation to approve this Agreement becomes effective, the comprehensive pension plan will be amended to permit officers to purchase up to two years of military time to be credited after normal retirement at no cost to the Plan. However, military service credited under the State Systems will be credited as actual service toward normal retirement for comprehensive pension plan participants only if the military service was credited to the employee by the State System prior to the employee's transfer to the plan as of June 30, 1996.

Effective July 1, 2000, participants, who joined the Comprehensive Pension Plan before they were eligible to receive credit for up to five years of military credit under the State Retirement and Pension System, will be eligible to receive credit toward normal retirement for up to three (3) years of military service (front end); and credit following normal retirement date may be purchased for up to two (2) years of military service (back end).

Section 12. Transfer to the Comprehensive Pension Plan

Following the date the legislation to approve this salary schedule becomes effective, the County will extend its good faith efforts to petition the State to permit correctional officers who elected to remain in the State system another, one-time opportunity to opt out of the State system and to participate in the comprehensive pension plan provided that there is no cost to the County or to the comprehensive pension plan.

Further, the County will petition the State system that officers who transferred to the Comprehensive Pension Plan without having applied to the State system for military service credit for which they were already eligible be retroactively granted such credit by the State without additional cost to the County or to the Comprehensive Pension Plan. The County will make a similar request on behalf of officers who transferred to the Comprehensive Pension Plan on July 1, 1996 but who were not then eligible to apply for military service credit, provided such credit is granted by the State without additional cost to the County or to the Comprehensive Pension Plan.

28. SOCIAL SECURITY

Effective January 1, 1999, 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 \$72,600, and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

29. WORKERS' 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.

30. 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.

31. 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.