COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND 2008 Legislative Session Resolution No. CR-37-2008 Proposed by The Chairman (by request – County Executive) Introduced by Council Members Knotts and Dernoga

Co-Sponsors Date of Introduction May 6, 2008

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - Prince George's

Correctional Officers' Association, Inc. (Civilian Unit) – Salary Schedule Q Schedule of Pay Grades

For the purpose of amending the Salary Plan of the County to reflect the terms of the labor agreement for a unit of civilian employees of the Prince George's County Department of Corrections by and between Prince George's County, Maryland and Prince George's Correctional Officers' Association, Inc. (Civilian Unit).

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

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

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that Salary Schedule Q submitted and recommended by the County Executive on April 22, 2008, which is attached hereto and made a part hereof, setting forth the following modifications: cost of living increases in Fiscal Years 2008 and 2009; merit increases in Fiscal Years 2008 and 2009; wage scale adjustment; call back and court time pay; clothing allowance; TEC pay; and health benefits, be and the same is hereby approved.

Adopted this 10^{th} day of June, 2008.

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

BY: ______Samuel H. Dean Chairman

ATTEST:

Redis C. Floyd Clerk of the Council

SALARY SCHEDULE Q

SCHEDULE OF PAY GRADES

PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.

(CIVILIAN UNIT)

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2007 - JUNE 30, 2009

TABLE OF CONTENTS

PAGE

1.	SCHEDULED PAY RATES	1
2.	WAGES	
3.	WORKWEEK	11
4.	CALL BACK PAY	
5.	HOLIDAY OBSERVANCE AND PAY	12
6.	SHIFT DIFFERENTIAL	13
7.	ACTING PAY	13
8.	TEC PAY	
9.	COURT TIME COMPENSATION	14
10.	MANDATORY OVERTIME AND OVERTIME ASSIGNMENT	14
11.	CLOTHING ISSUE AND ALLOWANCE	15
12.	ANNUAL LEAVE	15
	SICK LEAVE	
14.	SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION	16
	PERSONAL LEAVE	
	BEREAVEMENT LEAVE	
	DISCRETIONARY LEAVE	
	ADDITIONAL LEAVE PROVISION	
	BLOOD DONATION LEAVE	-
	DISABILITY LEAVE	
	VOTING LEAVE	
	PGCOA LEAVE	
	LEAVE FOR NEGOTIATIONS	
	ADMINISTRATION OF LEAVE	-
	FAMILY AND MEDICAL LEAVE	
	ACCIDENTAL DEATH INSURANCE	
	HEALTH INSURANCE PREMIUMS	
	RETIREMENT CONTRIBUTIONS	
	SUPPLEMENTAL RETIREMENT BENEFIT	
	MILITARY LEAVE	
	PERSONNEL LAW	
	SOCIAL SECURITY	
	WORKERS' COMPENSATION	
34.	PAY PLAN POLICY STATEMENT	23

1. SCHEDULED PAY RATES

Salary Schedule Q Schedule of Pay Grades (Q6-Q22) Prince George's Correctional Officers' Association, Inc. (Civilian Unit) Effective July 9, 2006

<u>GRADE</u>		MIN	MAX
Q06	HOURLY	9.5557	17.5244
	BIWKLY	764.45	1401.95
	ANNUAL	19,876	36,451
Q07	HOURLY	10.0012	18.3636
	BIWKLY	800.10	1469.09
	ANNUAL	20,803	38,196
Q08	HOURLY	10.4695	19.2436
	BIWKLY	837.56	1539.48
	ANNUAL	21,776	40,027
Q09	HOURLY	10.9604	20.1685
X 0)	BIWKLY	876.83	1613.48
	ANNUAL	22,798	41,951
Q10	HOURLY	11.4772	21.1385
QIU	BIWKLY	918.18	1691.08
	ANNUAL	23,873	43,968
Q11	HOURLY	12.0189	22.1581
	BIWKLY	961.52	1772.65
	ANNUAL	24,999	46,089
Q12	HOURLY	12.5881	23.2282
	BIWKLY	1007.05	1858.26
	ANNUAL	26,183	48,315
Q13	HOURLY	13.1856	24.3520
	BIWKLY	1054.85	1948.16
	ANNUAL	27,426	50,652

<u>GRADE</u>		MIN	MAX
Q14	HOURLY	13.8129	25.5318
	BIWKLY	1105.03	2042.55
	ANNUAL	28,731	53,106
Q15	HOURLY	14.4719	26.7708
	BIWKLY	1157.75	2141.67
	ANNUAL	30,101	55,683
Q16	HOURLY	15.1636	28.0716
	BIWKLY	1213.09	2245.73
	ANNUAL	31,540	58,389
Q17	HOURLY	15.8897	29.4374
	BIWKLY	1271.17	2354.99
	ANNUAL	33,050	61,230
Q18	HOURLY	16.6523	30.8728
	BIWKLY	1332.18	2469.82
	ANNUAL	34,637	64,215
Q19	HOURLY	17.4534	32.3776
	BIWKLY	1396.27	2590.21
	ANNUAL	36,303	67,345
Q20	HOURLY	18.2939	33.9586
	BIWKLY	1463.51	2716.68
	ANNUAL	38,051	70,634
Q21	HOURLY	19.1767	35.6188
	BIWKLY	1534.14	2849.50
	ANNUAL	39,888	74,087
Q22	HOURLY	20.1039	37.3619
-	BIWKLY	1,608.32	2,988.95
	ANNUAL	11.010	77 710
		41,816	77,713

The hourly rates are multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Salary Schedule Q Schedule of Pay Grades (Q6-Q22) Prince George's Correctional Officers' Association, Inc. (Civilian Unit) Effective July 1, 2007

<u>GRADE</u>		MIN	MAX
Q06	HOURLY	9.5557	18.1378
	BIWKLY	764.45	1451.02
	ANNUAL	19,876	37,727
Q07	HOURLY	10.0012	19.0063
	BIWKLY	800.10	1520.51
	ANNUAL	20,803	39,533
Q08	HOURLY	10.4695	19.9171
	BIWKLY	837.56	1593.37
	ANNUAL	21,776	41,428
Q09	HOURLY	10.9604	20.8744
C C	BIWKLY	876.83	1669.95
	ANNUAL	22,798	43,419
Q10	HOURLY	11.4772	21.8783
	BIWKLY	918.18	1750.27
	ANNUAL	23,873	45,507
Q11	HOURLY	12.0189	22.9337
C C	BIWKLY	961.52	1834.69
	ANNUAL	24,999	47,702
Q12	HOURLY	12.5881	24.0412
X	BIWKLY	1007.05	1923.30
	ANNUAL	26,183	50,006
Q13	HOURLY	13.1856	25.2043
×	BIWKLY	1054.85	2016.34
	ANNUAL	27,426	52,425

<u>GRADE</u>		MIN	MAX
Q14	HOURLY BIWKLY	13.8129 1105.03	26.4254 2114.04
	ANNUAL	28,731	54,965
Q15	HOURLY	14.4719	27.7078
	BIWKLY	1157.75	2216.63
	ANNUAL	30,101	57,632
Q16	HOURLY	15.1636	29.0541
	BIWKLY	1213.09	2324.33
	ANNUAL	31,540	60,432
Q17	HOURLY	15.8897	30.4677
	BIWKLY	1271.17	2437.42
	ANNUAL	33,050	63,373
Q18	HOURLY	16.6523	31.9533
	BIWKLY	1332.18	2556.27
	ANNUAL	34,637	66,463
Q19	HOURLY	17.4534	33.5108
	BIWKLY	1396.27	2680.87
	ANNUAL	36,303	69,702
Q20	HOURLY	18.2939	35.1471
	BIWKLY	1463.51	2811.77
	ANNUAL	38,051	73,106
Q21	HOURLY	19.1767	36.8654
	BIWKLY	1534.14	2949.23
	ANNUAL	39,888	76,680
Q22	HOURLY	20.1039	38.6695
	BIWKLY	1608.32	3093.56
	ANNUAL	41,816	80,433

The hourly rates are the July 9, 2006 maximum rates multiplied by 103.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Salary Schedule Q Schedule of Pay Grades (Q6-Q22) Prince George's Correctional Officers' Association, Inc. (Civilian Unit) Effective July 8, 2007

<u>GRADE</u>		MIN	MAX
Q06	HOURLY BIWKLY	9.7946 783.56	18.5912 1487.30
	ANNUAL	20,373	38,670
Q07	HOURLY	10.2513	19.4815
	BIWKLY	820.10	1558.52
	ANNUAL	21,323	40,521
Q08	HOURLY	10.7312	20.4150
	BIWKLY	858.50	1633.20
	ANNUAL	22,321	42,463
Q09	HOURLY	11.2344	21.3963
	BIWKLY	898.76	1711.70
	ANNUAL	23,368	44,504
Q10	HOURLY	11.7642	22.4253
	BIWKLY	941.13	1794.02
	ANNUAL	24,469	46,645
Q11	HOURLY	12.3194	23.5070
	BIWKLY	985.55	1880.56
	ANNUAL	25,624	48,895
Q12	HOURLY	12.9028	24.6423
	BIWKLY	1032.23	1971.38
	ANNUAL	26,838	51,256
Q13	HOURLY	13.5152	25.8344
	BIWKLY	1081.22	2066.75
	ANNUAL	28,112	53,735
Q14	HOURLY	14.1582	27.0861
	BIWKLY	1132.66	2166.89
	ANNUAL	29,449	56,339

GRADE		MIN	MAX
Q15	HOURLY	14.8337	28.4005
	BIWKLY	1186.69	2272.04
	ANNUAL	30,854	59,073
Q16	HOURLY	15.5427	29.7804
	BIWKLY	1243.42	2382.43
	ANNUAL	32,329	61,943
Q17	HOURLY	16.2869	31.2294
	BIWKLY	1302.95	2498.35
	ANNUAL	33,877	64,957
Q18	HOURLY	17.0686	32.7522
-	BIWKLY	1365.48	2620.17
	ANNUAL	35,503	68,125
Q19	HOURLY	17.8897	34.3486
	BIWKLY	1431.18	2747.89
	ANNUAL	37,211	71,445
Q20	HOURLY	18.7512	36.0258
X *	BIWKLY	1500.10	2882.06
	ANNUAL	39,003	74,934
Q21	HOURLY	19.6561	37.7870
Q21	BIWKLY	1572.49	3022.96
	ANNUAL	40,885	78,597
	AININUAL	40,085	10,391
Q22	HOURLY	20.6065	39.6363
	BIWKLY	1648.52	3170.90
	ANNUAL	42,862	82,443

The hourly rates are the July 1, 2007 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Salary Schedule Q Schedule of Pay Grades (Q6-Q22) Prince George's Correctional Officers' Association, Inc. (Civilian Units) Effective July 1, 2008

<u>GRADE</u>		MIN	MAX
Q06	HOURLY	9.7946	19.2419
	BIWKLY	783.56	1539.35
	ANNUAL	20,373	40,023
Q07	HOURLY	10.2513	20.1633
	BIWKLY	820.10	1613.07
	ANNUAL	21,323	41,940
Q08	HOURLY	10.7312	21.1295
	BIWKLY	858.50	1690.36
	ANNUAL	22,321	43,949
Q09	HOURLY	11.2344	22.1451
	BIWKLY	898.76	1771.61
	ANNUAL	23,368	46,062
Q10	HOURLY	11.7642	23.2102
	BIWKLY	941.13	1856.81
	ANNUAL	24,469	48,277
Q11	HOURLY	12.3194	24.3298
	BIWKLY	985.55	1946.38
	ANNUAL	25,624	50,606
Q12	HOURLY	12.9028	25.5047
	BIWKLY	1032.23	2040.38
	ANNUAL	26,838	53,050
Q13	HOURLY	13.5152	26.7386
	BIWKLY	1081.22	2139.09
	ANNUAL	28,112	55,616
Q14	HOURLY	14.1582	28.0341
	BIWKLY	1132.66	2242.73
	ANNUAL	29,449	58,311

<u>GRADE</u>		MIN	MAX
Q15	HOURLY	14.8337	29.3945
	BIWKLY	1186.69	2351.56
	ANNUAL	30,854	61,141
Q16	HOURLY	15.5427	30.8227
	BIWKLY	1243.42	2465.82
	ANNUAL	32,329	64,111
Q17	HOURLY	16.2869	32.3224
	BIWKLY	1302.95	2585.79
	ANNUAL	33,877	67,231
Q18	HOURLY	17.0686	33.8985
	BIWKLY	1365.48	2711.88
	ANNUAL	35,503	70,509
Q19	HOURLY	17.8897	35.5508
X1)	BIWKLY	1431.18	2844.06
	ANNUAL	37,211	73,946
Q20	HOURLY	18.7512	37.2867
	BIWKLY	1500.10	2982.93
	ANNUAL	39,003	77,556
021		10 (5(1	20.1006
Q21	HOURLY BIWKLY	19.6561 1572.49	39.1096 3128.77
	ANNUAL	40,885	81,348
Q22	HOURLY	20.6065	41.0235
	BIWKLY	1648.52	3281.88
	ANNUAL	42,862	85,329

The hourly rates are the July 8, 2007 maximum rates multiplied by 103.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Salary Schedule Q Schedule of Pay Grades (Q6-Q22) Prince George's Correctional Officers' Association, Inc. (Civilian Unit) Effective July 6, 2008

GRADE		MIN	MAX
Q06	HOURLY	10.0394	19.7230
	BIWKLY	803.15	1577.84
	ANNUAL	20,882	41,024
Q07	HOURLY	10.5075	20.6674
	BIWKLY	840.60	1653.39
	ANNUAL	21,856	42,988
Q08	HOURLY	10.9995	21.6578
	BIWKLY	879.96	1732.62
	ANNUAL	22,879	45,048
Q09	HOURLY	11.5153	22.6988
	BIWKLY	921.22	1815.90
	ANNUAL	23,952	47,213
Q10	HOURLY	12.0583	23.7904
-	BIWKLY	964.66	1903.23
	ANNUAL	25,081	49,484
Q11	HOURLY	12.6274	24.9380
	BIWKLY	1010.19	1995.04
	ANNUAL	26,265	51,871
Q12	HOURLY	13.2254	26.1424
	BIWKLY	1058.03	2091.39
	ANNUAL	27,509	54,376
Q13	HOURLY	13.8531	27.4070
L	BIWKLY	1108.25	2192.56
	ANNUAL	28,814	57,007
Q14	HOURLY	14.5122	28.7349
×	BIWKLY	1160.97	2298.80
	ANNUAL	30,185	59,769

GRADE		MIN	MAX
Q15	HOURLY	15.2045	30.1294
	BIWKLY	1216.36	2410.35
	ANNUAL	31,625	62,669
Q16	HOURLY	15.9313	31.5933
	BIWKLY	1274.50	2527.47
	ANNUAL	33,137	65,714
Q17	HOURLY	16.6941	33.1305
	BIWKLY	1335.53	2650.44
	ANNUAL	34,724	68,911
Q18	HOURLY	17.4953	34.7460
	BIWKLY	1399.62	2779.68
	ANNUAL	36,390	72,272
Q19	HOURLY	18.3370	36.4396
	BIWKLY	1466.96	2915.16
	ANNUAL	38,141	75,794
Q20	HOURLY	19.2200	38.2189
X *	BIWKLY	1537.60	3057.51
	ANNUAL	39,978	79,495
Q21	HOURLY	20.1475	40.0873
Q21	BIWKLY	1611.80	3206.99
	ANNUAL	41,907	83,382
	ANNUAL	41,707	03,302
Q22	HOURLY	21.1217	42.0491
	BIWKLY	1689.74	3363.93
	ANNUAL	43,933	87,462

The hourly rates are the July 1, 2008 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

2. WAGES

A. Cost of Living Increases

1. Employees covered by the Salary Schedule will receive a two and one-half percent (2.5%) increase to their base hourly rate of pay effective the first full pay period beginning on or after July 1, 2007.

2. Employees covered by the Salary Schedule will receive a two and one-half percent (2.5%) increase to their base hourly rate of pay effective the first full pay period beginning on or after July 1, 2008.

B. Merit Increases

1. Fiscal Year 2008. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2007 through June 30, 2008, will receive a merit increase of three and one-half percent (3.5%).

2. Fiscal Year 2009. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2008 through June 30, 2009, will receive a merit increase of three and one-half percent (3.5%).

3. Employees covered by this Salary Schedule and hired before July 1, 2005 will keep the anniversary dates that they held on July 1, 2005 for as long as they are continuously employed. Employees entering the unit (through new hire, transfer, promotion, demotion) on or after July 1, 2005, will have as their anniversary dates the date of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

C. Wage Scale

Effective July 1, 2005, the longevity steps L1 through L6 will be eliminated. The current L6 step will be increased by two and one-half percent (2.5%) and become the new Max Step. Said increase in the Max Step is in addition to the increases in the Max Step as a result of the COLA increases on July 1, 2005 and July 1, 2006.

Effective July 1, 2007, the max step will be increased by three and one-half percent (3.5%) and again on July 1, 2008. Said increase in the Max Step is in addition to the increases in the Max Step as a result of the COLA increases on the first full pay period beginning on July 1, 2007 and on July 1, 2008.

3. WORKWEEK

A. The workweek 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

specifically assigned on a permanent or rotating basis 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 rotating schedule is utilized.

B. Department seniority shall be defined as a Civilian employee's length of continuous service with the Department of Corrections.

- 1. Seniority shall only be interrupted by a break in continuous service as listed below:
 - a. Voluntary resignation;
 - b. Retirement or disability termination;
 - c. Discharge for just cause: or
 - d. Any other lawful termination of service.

2. When an employee covered by this Salary Schedule voluntarily resigns and is rehired into a job covered by this Salary Schedule in the Department of Corrections within six (6) months from the employee's termination date, the employee will be placed on the seniority roster with credit for his/her prior service but with no credit for the period of his/her absence.

3. When an employee covered by this Salary Schedule is lawfully terminated from employment for any reason other than a voluntary resignation or just cause termination and is rehired into a job covered by this Salary Schedule in the Department of Corrections, the employee will be placed on the seniority roster with credit for his/her prior service but with no credit for the period of his/her absence.

4. Department seniority shall be a substantial factor in shift assignments and days off or bidding for these positions in the case of rotating schedules.

C. Work schedules may be approved based upon policies of flexible working hours, such policies commonly referred to as "flex-time."

4. CALL BACK PAY

Any employee who is called back to work from off-duty, and who does in fact perform duties on behalf of the Department during his/her normal off-duty hours, shall be paid for a minimum of three (3) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to disciplinary procedures.

5. HOLIDAY OBSERVANCE AND PAY

A. County holidays listed in Section 16-219 of the Personnel Law shall be observed by employees covered by this Salary Schedule on dates designated by the County Executive. The holidays established by the Personnel Law are listed below:

1. New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday,

Correctional Officer Memorial Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Presidential Inauguration Day (every 4 years) and County Employees' Appreciation Day.

B. Eligible employees shall receive straight time pay for each of the designated holidays on which they are scheduled to work but on which they perform no work.

C. Employees eligible for holiday pay who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular overtime rate (i.e., no pyramiding). In the event that a holiday falls on the employee's regular day off, the employee shall receive another day off.

D All employees must be in a pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay.

E. Employees who work on Correctional Officer Memorial Day will be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and shall not receive another day. All employees who have this as a regular day off, shall receive eight (8) hours of compensatory leave.

6. SHIFT DIFFERENTIAL

A. Effective the first full pay period beginning on or after July 1, 2005, a shift differential of one dollar forty-five cents (\$1.45) per hour shall be paid for all non-overtime hours worked on the first (1st) 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). The shift differential rate shall include employees specifically assigned on a permanent or rotating basis.

B. Effective the first full pay period beginning on or after July 1, 2006 shift differential will increase to one dollar fifty-five cents (\$1.55) per hour.

C. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, or shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.

D. When the majority of hours worked fall within the third (3rd) or first (1st) shifts, the employee shall be paid shift differential for all eight (8) hours.

7. ACTING PAY

A. When an employee is directed to assume, and does in fact assume, a majority of the duties of any other position with a higher grade in an acting capacity for a period of ten (10) consecutive days or more (including scheduled days off and approved holidays), beginning with the tenth (10th) day, he/she shall be paid at a rate of pay which is equivalent to a two-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 the rate until relieved of the position by the person for whom he/she is acting, or by a person of equal grade to that position, or by a superior authority. He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.

B. Where Management elects to assign an employee to work in an acting capacity as described above, the employer shall not schedule work to circumvent the provisions of this section. This section shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully.

8. TEC PAY

A. Any civilian member who is trained and qualified as part of the CISM Team in the Department of Corrections is entitled to receive TEC pay each fiscal year in July in the amount of four hundred-fifty dollars (\$450.00).

B. Civilian employees permanently assigned to bilingual (translation) duties will be eligible to receive eight hundred dollars (\$800.00) per year upon passing the Foreign Service Institute (State Department) language proficiency examination administered by the County. This sum will be paid thirty (30) days following certification and will be prorated based upon the time of year. Thereafter, the full amount will be paid in July of each fiscal year 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. These duties will be added to the employee's job description.

9. COURT TIME COMPENSATION

If, as a result of actions taken during the course of employment with the Department of Corrections, an employee covered by this Salary Schedule is scheduled to appear in Court on the employee's day off, the employee will be paid a minimum of four (4) hours pay at the overtime rate.

10. MANDATORY OVERTIME AND OVERTIME ASSIGNMENT

A. The parties recognize and understand that the County has the right to require employees covered by this Salary Schedule to work overtime and that overtime work should first be covered by volunteers and then through the evenhanded assignment of mandatory overtime. Accordingly, the parties agree to the following guidelines for the assignment of overtime work:

1. The Department will first try to cover its overtime work from volunteers on a rotating basis. If sufficient volunteers are not available for overtime work, the Department will make mandatory overtime assignments on a rotating basis from a pool of employees who are currently on duty.

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

3. Except in a case of emergency, as determined by the Director, no employee will be permitted or required:

- a. To work more than sixteen (16) consecutive hours; or,
- b. To work two (2) consecutive days of sixteen (16) consecutive hours.

B. There shall be no pyramiding of overtime or other premium rates; that is, only one (1) overtime or premium rate will be paid for the same hours worked.

C. Mandatory overtime will not be assigned to a bargaining unit employee if that employee is scheduled for approved leave or a day off the following day.

11. CLOTHING ISSUE AND ALLOWANCE (FOR PROPERTY/SUPPLY CLERKS AND TECHNICIANS)

A. The Department of Corrections will continue to issue uniforms to employees covered by this Salary Schedule who are required to wear them and to replace worn and unserviceable uniforms. Employees will continue to maintain their uniforms by cleaning and making minor repairs.

B. Effective July 1, 2007, a one hundred seventy-five dollar (\$175.00) uniform maintenance allowance will be provided to all employees who are required to wear uniforms. Effective July 1, 2008, the uniform allowance will be increased to two hundred dollars (\$200.00). The allowance will be paid in a single payment in July.

12. ANNUAL LEAVE

A. 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 twenty (20) days
After fifteen (15) years of service and above	Eight (8) hours per pay period

B. 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.

C. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in Fiscal Year 1996, or such other amount established in an approved Salary Plan may be carried over from one (1) leave year to the next by an employee.

D. An employee shall be allowed to carry over annual leave earned as of the last full pay period in Fiscal Year 1995, even if such accumulated amount is in excess of the maximum allowed in Section 16-220(d)(1), of the Personnel Law.

E. Annual leave hours in excess of the maximum allowed to be carried over to the next leave year shall be converted to sick leave.

13. SICK LEAVE

A. All full-time employees earn four and one-half (4.5) 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.

B. 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.

C. Sick leave may be accumulated from year to year.

D. Use of sick leave shall be governed by the Personnel Law and Administrative Procedure 284.

14. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

A. 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) of the Personnel Law;

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.

B. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balances 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 limitations:

1. Upon separation from employment, employees who participate in the Maryland State Retirement Systems (MSRS) may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the last full pay period in Fiscal Year 1995 OR up to three hundred sixty (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.

C. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1995 fiscal year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half (.5) of the employee's base hourly rate of pay as of the last full pay period in Fiscal Year 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 is not subject to cash payment to the employee upon separation.

D. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in Fiscal Year 1996 (i.e., new sick leave) is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. In addition, any old sick leave not cashed out under paragraph B may be used to purchase MSRS pension credit at the applicable rate.

E. 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.

F. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 of the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

G. Upon retirement, employees covered by this Salary Schedule may convert any unused annual leave to new sick leave for pension credit under the State Retirement or Pension System.

15. PERSONAL LEAVE

Beginning in the 2002 leave year, twenty-four (24) hours of paid personal per leave year -including the four (4) hours granted in lieu of General Election Day – leave shall be granted to each employee eligible for annual leave. Personal leave 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.

16. BEREAVEMENT LEAVE

Bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first twenty-four (24) hours of bereavement leave taken upon the death of a parent, spouse, child (including biological, adopted, foster, stepchild, or legal ward), will be administrative leave rather than sick leave. In the event of the death of any other member of the employee's family (grandparent, grandchild, brother, sister, brother- or sister-in-law, mother- or father-in-law, or son- or daughter-in-law), one (1) working day will be administrative leave rather than sick leave.

17. DISCRETIONARY LEAVE

Beginning with the 2005 leave year, employees covered by this Salary Schedule with seven (7) or more years of service shall be eligible for eight (8) hours of discretionary leave per leave year

plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) after ten (10) years of service. Eight (8) additional hours of discretionary leave (for a total of twentyfour (24) hours) will be granted after fifteen (15) years of service. Discretionary leave may be taken in increments of four (4) hours, and must be requested and approved in advance, and any unused discretionary leave cannot be carried over from one year to the next.

18. ADDITIONAL LEAVE PROVISION

A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Salary Schedule will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shift. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour worked (not to exceed twelve (12) hours per employee per twenty-four (24) hour period).

B. If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled 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 full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.

C. Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations.

19. BLOOD DONATION LEAVE

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The Employer may request verification of such donation.

20. 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 back charged 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.

21. VOTING LEAVE

Employees who are registered voters may be granted up to two (2) hours off with pay for the purpose of voting in State, County and Federal primary and general elections if the employee would otherwise be prevented from voting because of his/her work schedule.

22. PGCOA LEAVE

A. Members of the Board of Directors of PGCOA shall be granted administrative leave to attend Association Board meetings. Also, members of 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 in 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 Article 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 two (2) members on any one occasion.

B. Leave to attend Board meetings shall be consistent with the PGCOA Security Division contract. Up to two (2) civilian representatives will be granted leave to attend Board meetings the second Wednesday of the month. Administrative leave will be granted to the Association and its members under this Article subject to the availability of hours in the PGCOA Leave Bank described below. If the meeting falls on the employee's regular day off, the employee will be given hour-for-hour compensatory leave.

C. 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 five hundred (500) annual or compensatory leave bank of administrative leave. For each annual leave hour transferred to the leave bank (up to a total of five hundred (500) hours), the County will credit to the bank an additional hour 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.

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

23. LEAVE FOR NEGOTIATIONS

A. Employees (not to exceed five (5) from different sections) 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.

B. Members of the PGCOA negotiating team (not to exceed five (5) members from different sections) 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.

C. 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 20, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

24. ADMINISTRATION OF LEAVE

Except as provided otherwise in the 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.

25. FAMILY AND MEDICAL LEAVE

Employees covered by this Salary Schedule are entitled to family and medical leave as provided in the County Personnel Law and as provided by Federal, State and County law.

26. ACCIDENTAL DEATH INSURANCE

In addition to any other life insurance or death benefit provided by the County, the County shall pay a death benefit of ten thousand dollars (\$10,000.00) upon the death of any employee covered by this Salary Schedule whose death results from an accident on or off the job.

27. HEALTH INSURANCE PREMIUMS

A. In CY08, the County shall contribute seventy-four percent (74%) 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-six percent (26%).

In CY09, the County shall contribute seventy-three percent (73%) 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-seven percent (27%).

B. In CY08, the County shall contribute seventy-nine percent (79%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-one (21%).

In CY09, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%).

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

D. In CY08, the Employer shall contribute eighty nine percent (89%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining eleven percent (11%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

In CY09, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

E. The changes in premium contribution percentages (in A, B and D) will not become effective unless and until collective bargaining agreements and/or necessary resolutions are approved by the County Council in effect providing that such changes are effective for all County employees. Changes will not be retroactive.

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

G. 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.

H. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account.

I. Group Life Insurance under the Beneflex Program. 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 fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total or seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and salary. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

28. RETIREMENT CONTRIBUTIONS

A. 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.

B. 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.

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

29. SUPPLEMENTAL RETIREMENT BENEFIT

Employees covered by this Salary Schedule will participate in the Supplemental Pension Plan for General Schedule Employees in accordance with the provisions of that plan.

30. MILITARY LEAVE

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, the resultant war on terrorism or other military action shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate of pay, without the exhaustion of the employee's annual, personal and compensatory leave balances. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer and employee contributions of the premium being paid by the County. These benefits shall expire on February 26, 2009.

31. PERSONNEL LAW

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

32. SOCIAL SECURITY

A. Effective January 1, 2008, 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 one hundred two thousand dollars (\$102,000.00), and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

B. 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.

33. 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.

34. PAY PLAN POLICY STATEMENT

It is the policy of the County that benefits afforded to employees in the Salary Plan 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.