

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2000 Legislative Session**

Resolution No. CR-36-2000

Proposed by The Chairman (by request – County Executive)

Introduced by Council Members Bailey and Shapiro

Co-Sponsors \_\_\_\_\_

Date of Introduction June 27, 2000

**RESOLUTION**

1 A RESOLUTION concerning

2 General Schedule Employees

3 For the purpose of amending the Salary Plan of the County to reflect pay rates and other  
4 modified benefits for General Schedule employees.

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

8 WHEREAS, the Salary Plan must at this time be amended by approval of a Salary Schedule  
9 to reflect the new pay rates and other modified benefits for General Schedule employees.

10 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's  
11 County, Maryland, that Salary Schedule G, Schedule of Pay Grades – General Schedule  
12 Employees, submitted and recommended by the County Executive on June 20, 2000, which is  
13 attached hereto and made a part hereof, setting forth the following: a cost of living increase of  
14 two and three quarters percent (2.75%) in Fiscal Year 2001; and further establishing a workweek  
15 and number of productive hours therein, meal periods, pay in excess of base salary, leave  
16 provisions, incentive awards, unemployment insurance, retirement benefits and contributions,  
17 group health insurance, life insurance, social security, and worker's compensation, for such  
18 employees, be and the same is hereby approved.  
19

Adopted this 27th day of June, 2000.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Dorothy F. Bailey  
Chair

ATTEST:

\_\_\_\_\_  
Joyce T. Sweeney  
Clerk of the Council

**SALARY SCHEDULE G**  
**SCHEDULE OF PAY GRADES - GENERAL SCHEDULE**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE JULY 2, 2000**

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**1. SCHEDULED PAY RATES**

SALARY SCHEDULE G - GENERAL SCHEDULE  
 SCHEDULE OF PAY GRADES  
 EFFECTIVE JULY 2, 2000  
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
G01	HOURLY	5.1500	9.7184
	BIWKLY	412.00	777.47
	ANNUAL	10,712	20,214
G02	HOURLY	6.4187	10.2044
	BIWKLY	513.50	816.35
	ANNUAL	13,351	21,225
G03	HOURLY	6.7395	10.7147
	BIWKLY	539.16	857.18
	ANNUAL	14,018	22,287
G04	HOURLY	7.0765	11.2503
	BIWKLY	566.12	900.02
	ANNUAL	14,719	23,401
G05	HOURLY	7.4303	11.8127
	BIWKLY	594.42	945.02
	ANNUAL	15,455	24,570
G06	HOURLY	7.8020	12.4034
	BIWKLY	624.16	992.27
	ANNUAL	16,228	25,799
G07	HOURLY	8.1919	13.0239
	BIWKLY	655.35	1,041.91
	ANNUAL	17,039	27,090
G08	HOURLY	8.6016	13.6748
	BIWKLY	688.13	1,093.98
	ANNUAL	17,891	28,444
G09	HOURLY	9.0316	14.3585
	BIWKLY	722.53	1,148.68
	ANNUAL	18,786	29,866

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
G10	HOURLY	9.4832	15.0764
	BIWKLY	758.66	1,206.11
	ANNUAL	19,725	31,359
G11	HOURLY	9.9573	15.8304
	BIWKLY	796.58	1,266.43
	ANNUAL	20,711	32,927
G12	HOURLY	10.4552	16.6220
	BIWKLY	836.42	1,329.76
	ANNUAL	21,747	34,574
G13	HOURLY	10.9778	17.4530
	BIWKLY	878.22	1,396.24
	ANNUAL	22,834	36,302
G14	HOURLY	11.5267	18.3257
	BIWKLY	922.14	1,466.06
	ANNUAL	23,976	38,117
G15	HOURLY	12.1031	19.2420
	BIWKLY	968.25	1,539.36
	ANNUAL	25,174	40,023
G16	HOURLY	12.7084	20.2040
	BIWKLY	1,016.67	1,616.32
	ANNUAL	26,433	42,024
G17	HOURLY	13.3436	21.2142
	BIWKLY	1,067.49	1,697.14
	ANNUAL	27,755	44,126
G18	HOURLY	14.0110	22.2751
	BIWKLY	1,120.88	1,782.01
	ANNUAL	29,143	46,332
G19	HOURLY	14.7116	23.3888
	BIWKLY	1,176.93	1,871.10
	ANNUAL	30,600	48,649
G20	HOURLY	15.4470	24.5580
	BIWKLY	1,235.76	1,964.64
	ANNUAL	32,130	51,081

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
G21	HOURLY	16.2193	25.7859
	BIWKLY	1,297.54	2,062.87
	ANNUAL	33,736	53,635
G22	HOURLY	17.0304	27.0752
	BIWKLY	1,362.43	2,166.02
	ANNUAL	35,423	56,316
G23	HOURLY	17.8819	28.4289
	BIWKLY	1,430.55	2,274.31
	ANNUAL	37,194	59,132
G24	HOURLY	18.7759	29.8505
	BIWKLY	1,502.07	2,388.04
	ANNUAL	39,054	62,089
G25	HOURLY	19.7150	31.3432
	BIWKLY	1,577.20	2,507.46
	ANNUAL	41,007	65,194
G26	HOURLY	20.7006	32.9102
	BIWKLY	1,656.05	2,632.82
	ANNUAL	43,057	68,453
G27	HOURLY	21.7357	34.5557
	BIWKLY	1,738.86	2,764.46
	ANNUAL	45,210	71,876
G28	HOURLY	22.8224	36.2833
	BIWKLY	1,825.79	2,902.66
	ANNUAL	47,471	75,469
G29	HOURLY	23.9633	38.0974
	BIWKLY	1,917.06	3,047.79
	ANNUAL	49,844	79,243
G30	HOURLY	25.1617	40.0027
	BIWKLY	2,012.94	3,200.22
	ANNUAL	52,336	83,206
G31	HOURLY	26.4197	42.0025
	BIWKLY	2,113.58	3,360.20
	ANNUAL	54,953	87,365

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
G32	HOURLY	27.7409	44.1029
	BIWKLY	2,219.27	3,528.23
	ANNUAL	57,701	91,734
G33	HOURLY	29.1279	46.3078
	BIWKLY	2,330.23	3,704.62
	ANNUAL	60,586	96,320
G34	HOURLY	30.5843	48.6233
	BIWKLY	2,446.74	3,889.86
	ANNUAL	63,615	101,136
G35	HOURLY	32.1135	51.0543
	BIWKLY	2,569.08	4,084.34
	ANNUAL	66,796	106,193
G36	HOURLY	33.7190	53.6070
	BIWKLY	2,697.52	4,288.56
	ANNUAL	70,136	111,503
G37	HOURLY	35.4050	56.2875
	BIWKLY	2,832.40	4,503.00
	ANNUAL	73,642	117,078
G38	HOURLY	37.1752	59.1017
	BIWKLY	2,974.02	4,728.14
	ANNUAL	77,324	122,932
G39	HOURLY	39.0341	62.0569
	BIWKLY	3,122.73	4,964.55
	ANNUAL	81,191	129,078
G40	HOURLY	40.9856	65.1598
	BIWKLY	3,278.85	5,212.78
	ANNUAL	85,250	135,532
G41	HOURLY	43.0348	68.4178
	BIWKLY	3,442.78	5,473.42
	ANNUAL	89,512	142,309
G42	HOURLY	45.1867	71.8388
	BIWKLY	3,614.94	5,747.10
	ANNUAL	93,988	149,425

The hourly rates are the July 4,1999 rates multiplied by 102.75%. For administrative purpose, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

## **2. MIN-MAX SYSTEM**

A. Merit increases for employees who earn less than the maximum of their grade shall be granted at a rate of three and a half percent (3.5%), in accordance with the Personnel Law. Employees will continue to receive 3.5% merit increases until one of the following occurs:

1. The employee reaches the maximum of his/her grade;
2. The 3.5% increase would establish the hourly rate one percent (1%) or less below the maximum, in which case the hourly rate will be automatically adjusted upward to the maximum; or
3. The 3.5% merit adjustment would cause an employee's salary rate to exceed the maximum rate established for that grade, in which case the employee's salary will instead be adjusted to equal the maximum applicable rate.

B. Salary increases upon promotion and salary decreases upon demotion shall be at the rate of ten percent (10%) and shall be applied in accordance with the Personnel Law. Salary increases upon reallocation to a higher graded position shall be at a rate not to exceed ten percent (10%). If the 10% increase would establish the hourly rate one percent (1%) or less below the maximum, in which case the hourly rate will be automatically adjusted upward to the maximum. For purposes of a Step Reduction imposed as discipline, a step shall consist of five percent (5%) and such reductions shall be applied in accordance with the Personnel Law.

C. The Chief Administrative Officer may authorize police or fire officials assigned to this Salary Schedule at the Director or Deputy Director pay grades, to receive any benefit authorized for other police or fire officials on the Police Officials' or Fire Officials' salary schedules.

## **3. MERIT INCREASE - FISCAL YEAR 2001**

Merit increases for employees who earn less than the maximum of their grade shall be granted at a rate of three and a half percent (3.5%), in accordance with the Personnel Law.

## **4. COST OF LIVING ADJUSTMENT FOR FISCAL YEAR 2001**

Effective July 2, 2000, employees covered by this Salary Schedule will receive a two and three quarters percent (2.75%) increase in their base hourly rates of pay.

## **5. WORKWEEK**

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

A. The standard number of hours in the workweek for full-time employees is forty (40) productive hours.

B. Appointing authorities may assign full-time employees to work schedules involving rotating shift work which may not provide for a standard number of productive hours within a workweek. The number of hours in the workweek for these employees may average 40-42 productive hours.

## **6. WORK SCHEDULES**

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

## **7. DESIGNATION OF MEAL PERIODS**

A. Except for employees assigned to rotating shift work schedules, any employee who works five (5) or more hours in any workday shall receive an unpaid one-half hour meal period during that workday.

B. Employees assigned to rotating shift work schedules averaging 40- 42 productive hours shall be eligible for a meal period, as defined by the appointing authority, within the productive workday.

## **8. PAY IN EXCESS OF BASE SALARY**

### **A. Overtime Pay**

#### **1. General Provisions:**

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

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

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

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

2. Limitations:

- a. Employees assigned to General Schedule Grades 21 through 24, inclusive, shall be entitled to earn overtime pay only upon the written approval of the appropriate appointing authority.
- b. Employees assigned to General Schedule Grades 25 and above shall be entitled to earn overtime pay only upon the written approval of the Chief Administrative Officer.
- c. All 700 hour employees shall not be entitled to earn County overtime.

B. Premium Pay for Holiday Work

No employee occupying a position allocated to a class in the General Schedule above Grade 24 shall be eligible for premium pay for holiday work. However, when expressly directed in writing by the appointing authority to perform such holiday work, such employee shall receive an alternative day or shift schedule day off at the employee's base rate of pay.

Employees occupying classes allocated to Grades 1 through 24 in the General Schedule required to work on designated County holidays shall be paid at the rate of two times the employee's base rate of pay for all hours worked as provided for in Section 16-219(g) of the Personnel Law.

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

C. Shift Differential

Any full-time employee whose regularly assigned tour of duty requires that at least 50% of the standard workday be between the hours of 6 p.m. and 6 a.m. will be eligible for shift differential pay of sixty cents (60 cents) per hour for all hours actually worked between 6 p.m. and 6 a.m.

Shift differential is considered as premium pay and shall not be included in the rate of base pay used to compute leave, as provided in Division 17 of the Personnel Law; holiday premium pay; retirement and insurance deductions and benefits.

D. Pyramiding of Overtime and Premium Pay

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

E. Special Compensation for Certain Health Department Employees

This provision shall be applicable to positions within the Environmental Sanitarian IV, G-27, Environmental Sanitarian V, G-29, Associate Director, Division of Environmental Health, G-33, Engineer IV, G-28, Administrative Assistant IV, G-27, Disease Control Specialist I, G-18,

Disease Control Specialist II, G-21, Disease Control Specialist III, G-24, Disease Control Specialist IV, G-27, and Disease Control Specialist V, G- 29, classes of work situated in the Department of Health.

1. Weeknight Coverage (Monday through Friday, 4:00 p.m. to 8:00 a.m.)

a. Staff personnel designated to remain on-call for emergencies will receive two (2) hours compensatory time for each day they provide weeknight coverage.

b. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.

c. Work time spent at an emergency site, including travel time to and from the emergency site, will be compensated at the employee's straight-time rate or by straight compensatory time, at the employee's election.

2. Weekend and Holiday Coverage (8:00 a.m. Saturday to 8:00 a.m. Monday or 8:00 a.m. on a holiday to 8:00 a.m. the following day)

a. Staff personnel designated to remain on-call for emergencies on a weekend day will receive Twenty-five Dollars (\$25), Forty Dollars (\$40) for each holiday, or six (6) hours compensatory time per day at the employee's election.

b. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.

c. Work time spent at an emergency site, including travel time to and from the emergency site, will be paid at the employee's straight- time rate or by straight compensatory time, at the employee's election.

F. Clothing Allowance for School Crossing Guard Supervisor

Employees occupying the classification of School Crossing Guard Supervisor who are required to wear uniforms shall be entitled to an annual clothing allowance as approved by the Chief of Police.

G. "On Call" Pay for Supervisor, School Crossing Guard and Assistant Supervisor, School Crossing Guard

Employees in the Supervisor, School Crossing Guard and Assistant Supervisor, School Crossing Guard classes of work who are assigned to remain on call during either evening or early morning hours to receive calls from Crossing Guards requiring sick or other emergency leave, and arrange for alternative post coverage, shall be compensated at a flat rate of \$50.00 per week for the following periods when the work is actually performed:

1. Weeknight "On Call" Coverage (Sunday through Thursday, 7 P.M. to 9 P.M.)

2. Weekday "On Call" Coverage (Monday through Friday, 6 A.M. to 7 A.M.)

H. Special Compensation for Construction Standard Inspector and Related Classes of Work

Employees in the Construction Standards Inspector IV, G-24, Construction Standards Code Enforcement Officer, G-27, Chief Electrical Inspector, G-27, and Chief, Construction Standards Division, G-33, classes of work will receive a special duty pay supplement at a rate of five percent (5%) per hour above their regular base pay, provided they substantiate to the County that they have passed the applicable Building Officials and Code Administrators (BOCA) examination listed immediately below:

- a. One and two family dwelling building examination
- b. One and two family dwelling electrical examination
- c. One and two family dwelling mechanical examination
- d. One and two family dwelling plumbing examination
- e. Building general examination
- f. Fire protection general examination

Employees in those classes of work specified above who perform commercial electrical inspections will receive a special duty pay supplement at a rate of five percent (5%) per hour above their regular base pay, provided they substantiate to the County that they have passed both the BOCA one and two family dwelling electrical examination and the BOCA electrical general examination.

Employees can receive only one of the five percent (5%) increases provided for in the two paragraphs immediately above.

Employees in those classes of work specified above who are situated in the Department of Public Works and Transportation will receive a special duty pay supplement at a rate of five percent (5%) per hour above their regular base pay provided that they substantiate to the County that they have passed a County recognized inspection certification program related to the Department of Public Works and Transportation inspection functions.

I. Certification of Engineering Technician

Employees in the Engineering Technician class of work will receive a special duty pay supplement at a rate of five percent (5%) per hour above their regular base pay provided that they substantiate to the County that they have been awarded an Engineering Technician, Level III, Certification from the National Institute for Certification of Engineering Technicians (NICET).

## 9. LEAVE PROVISIONS

### A. Sick Leave

Sick leave may be accumulated from year to year.

All full-time employees earn 4 1/2 hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours.

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

### B. Annual Leave

Full-time employees shall earn annual leave on the following basis:

Zero (0) through three (3) years of service	Four (4) hours per pay period
Four (4) through fifteen (15) years of service	Six (6) hours per pay period with periodic adjustment to ensure that each employee earns 20 days
After fifteen (15) years of service	Eight (8) hours per pay period

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

### C. Maximum Accumulation of Annual Leave

1. A maximum of 360 hours of accumulated annual leave earned beginning with the first pay period in Fiscal Year 1996 may be carried over from one (1) leave year to the next by an employee.

2. 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 subsection C. 1. above.

3. Annual leave hours in excess of the maximum allowed to be carried over to the next leave year are forfeited.

### D. Sick and Annual Leave disposition upon separation

1. The annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, with proper notice of separation as determined by the employee's appointing authority, be liquidated in the following manner:

a. 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);

b. 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;

c. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, 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 limitation:

1. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in Fiscal Year 1995, or 360 hours, whichever is greater.

d. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of Fiscal Year 1995, 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 of the employee's base hourly rate of pay as of June 30, 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

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 shall forfeit any sick leave hours accumulated at the time of the employee's separation.

g. Upon retirement, an employee shall be entitled to receive credit, on an actuarial equivalent basis, for unused sick leave for which an authorized cash payment has not been elected, as creditable service, in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, and the terms of any applicable County sponsored pension plan.

#### E. Personal Leave

Twenty (20) hours of personal leave shall be granted to all permanent, full-time employees and twelve (12) hours personal leave day shall be granted to all permanent part-time employees eligible for annual leave. This will include the four (4) hours granted in lieu of General Election Day.

Personal leave may be taken in four-hour increments.

F. Compensatory Leave

Employees assigned to grades in the General Schedule who are otherwise entitled to earn overtime compensation pursuant to Section VIII. may elect to earn compensatory leave in lieu of overtime compensation, except that employees in Grades 21 through 24, inclusive, are entitled to earn compensatory leave without written approval of the appointing authority.

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

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

An employee covered by the Fair Labor Standards Act who has accrued compensatory leave shall, upon termination of employment, be paid for all unused compensatory leave at the greater of (i) the final regular rate received by such employee, or (ii) the average regular rate received by such employee during the last three (3) years of employment.

G. Administration of Leave

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

**10. 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 and Administrative Procedure 216, as amended by the Chief Administrative Officer.

**11. UNEMPLOYMENT INSURANCE**

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

**12. RETIREMENT BENEFITS AND CONTRIBUTIONS**

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

B. Current participants in the Employees' 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, contributions may be adjusted accordingly.

E. Supplemental Pension Benefit

1. Benefit Accrual and Amounts.

Employees hired before January 1, 1991 covered by this Salary Schedule who elected to participate in the Supplemental Pension Plan and all employees hired on or after January 1, 1991 will participate in a supplemental pension benefit program pursuant to rules established in the Supplemental Pension Plan. The rate of accrual and amount of the benefit payable under this program are determined as follows:

a. Benefit accrual is at the rate of 0.8% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph 5, below.

b. The Board of Trustees for the Supplemental Pension Plan may establish contribution and benefit accrual rates, maximum benefits and special retirement incentives or provisions as it deems appropriate; provided, however, that employee benefits under this plan may not be reduced without prior approval of the County Council.

2. Vesting.

a. Minimum Continuous Service Requirements

No employee covered by this Salary Schedule shall be entitled to any benefit described in this Section until the employee has completed a minimum of five (5) years of actual and continuous service as an employee for Prince George's County.

b. Vested Benefit

An employee completing the minimum continuous service requirements of paragraph 2.a., above, shall be entitled to receive a monthly benefit as determined pursuant to the Plan; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

### 3. Benefit Payment.

The benefit accrued by an employee under either paragraphs 1 or 2, above, shall not be payable until retirement at the earlier of age fifty-five (55) and fifteen (15) years of service or age sixty-two (62) and five (5) years of service; or after thirty (30) years of service regardless of age; or has attained State normal retirement date.

### 4. Funding.

The cost of funding the supplemental pension benefit described in this Section E will be shared by the employee and the County through regular contributions each pay period. The employee shall contribute, through payroll deduction, an amount equal to one half the cost of providing this benefit. Effective with the pay period beginning on July 4, 1999, employee contribution to the Supplemental Pension Plan will be at a rate of four and seven hundredths percent (4.07%) of base salary.

### 5. Definitions.

a. Actual Service means service while employed as an employee of Prince George's County.

b. Average Annual Compensation means an amount computed by dividing by three 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 an employee 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 an employee of Prince George's County.

### 6. Discontinued Service Benefit.

In accordance with CR-41-1995, any employee separating from County Service on or after July 6, 1995 shall not be eligible for the Discontinued Service Benefit.

### 7. 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 paragraph 4. (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 or other approval with respect to the pickup plan, but neither the application nor the receipt of such a ruling or approval are prerequisites to the implementation of the pickup plan.

### **13. GROUP HEALTH INSURANCE**

A. The Employer shall contribute seventy-five percent (75%) to the cost of the County's point of service or indemnity health insurance plans for any employee who elects to participate in either of these plans. Participating employees shall contribute the remaining twenty-five percent (25%).

B. For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), the County's contribution shall be equal to eighty percent (80%) of the cost of HMO coverage and the participating employee's contribution shall equal the remaining twenty percent (20%).

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. The Employer shall contribute ninety percent (90%) to the County's 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.

E. 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.

F. 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.

G. Employees may contribute up to \$5,000 in a dependent flexible spending account and up to \$3,000 in a medical flexible spending account. The minimum that may be contributed to either account is \$5 per pay period for the 2001 Plan Year.

**14. 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 fifty thousand dollars (\$150,000). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of \$750,000 including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.

The County shall pay a death benefit of \$5,000 upon the death of any County employee whose death results from an accidental personal injury arising out of and in the course of his/her employment.

**15. SOCIAL SECURITY**

Effective January 1, 2000, 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 \$76,200, and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

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

**16. WORKER'S COMPENSATION**

The County will provide, at its own cost, all benefits due to an employee pursuant to the Maryland Worker's Compensation Law, Title 9 of the Maryland Labor and Employment Code Annotated.

**17. 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.