

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2006 Legislative Session

Resolution No. CR-13-2006
Proposed by The Chairman (by request – County Executive)
Introduced by Council Members Dernoga, Peters, Knotts, Harrington, Exum, Campos,
Dean and Bland
Date of Introduction February 21, 2006

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 Service Employees International Union (SEIU)

4 Local 400PG - Salary Schedule "V"

5 For the purpose of amending the Salary Plan of the County to reflect the terms of the labor
6 agreement by and among Prince George's County, Maryland and SEIU Local 400PG.

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 the labor agreement by and among Prince George's County,
12 Maryland and SEIU Local 400PG.

13 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
14 County, Maryland, that Salary Schedule "V" submitted and recommended by the County
15 Executive on February 15, 2006, which is attached hereto and made a part hereof, setting forth,
16 among others, the following provisions: cost of living increases in Fiscal Years 2006 and 2007;
17 merit increases in Fiscal Years 2006 and 2007; an initial wage scale and adjustments thereto;
18 anniversary dates; work hours, bereavement leave; personal leave, union business leave, and
19 group life insurance under the Beneflex program, be and the same is hereby approved.
20

Adopted this 28th day of March, 2006.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Thomas E. Dernoga
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

SALARY SCHEDULE V

SCHEDULE OF PAY GRADES – SEIU LOCAL 400PG

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2005 - JUNE 30, 2007

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1. SCHEDULED PAY RATES

SALARY SCHEDULE V -- EFFECTIVE JULY 1, 2005
 SCHEDULE OF PAY GRADES -- SEIU LOCAL 400PG
 PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
V08	HOURLY	9.8771	17.4099
	BIWEEKLY	790.17	1392.79
	ANNUAL	20,544	36,212
V09	HOURLY	10.3710	18.2805
	BIWEEKLY	829.68	1462.44
	ANNUAL	21,571	38,023
V10	HOURLY	10.8895	19.1944
	BIWEEKLY	871.16	1535.55
	ANNUAL	22,650	39,925
V11	HOURLY	11.4340	20.1543
	BIWEEKLY	914.72	1612.34
	ANNUAL	23,783	41,920
V12	HOURLY	12.0058	21.1622
	BIWEEKLY	960.47	1692.97
	ANNUAL	24,972	44,018
V13	HOURLY	12.6058	22.2201
	BIWEEKLY	1008.46	1777.61
	ANNUAL	26,220	46,218
V14	HOURLY	13.2361	23.3313
	BIWEEKLY	1058.89	1866.49
	ANNUAL	27,532	48,529
V15	HOURLY	13.8980	24.4977
	BIWEEKLY	1111.84	1959.82
	ANNUAL	28,908	50,955
V16	HOURLY	14.5930	25.7225
	BIWEEKLY	1167.44	2057.80
	ANNUAL	30,353	53,503
V17	HOURLY	15.3223	27.0085
	BIWEEKLY	1225.79	2160.68
	ANNUAL	31,870	56,178

The hourly rates are derived from the July 10, 2005 General Schedule rates multiplied by 102.5%. For administrative purposes 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.

SALARY SCHEDULE V -- EFFECTIVE JULY 10, 2005
 SCHEDULE OF PAY GRADES -- SEIU LOCAL 400PG
 PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
V08	HOURLY	10.1240	17.8452
	BIWEEKLY	809.93	1427.61
	ANNUAL	21,058	37,118
V09	HOURLY	10.6302	18.7375
	BIWEEKLY	850.42	1499.00
	ANNUAL	22,110	38,974
V10	HOURLY	11.1617	19.67
	BIWEEKLY	892.94	1573.94
	ANNUAL	23,217	40,923
V11	HOURLY	11.7198	20.6581
	BIWEEKLY	937.59	1652.64
	ANNUAL	24,378	42,968
V12	HOURLY	12.3060	21.6912
	BIWEEKLY	984.48	1735.30
	ANNUAL	25,596	45,118
V13	HOURLY	12.9209	22.7756
	BIWEEKLY	1033.67	1822.05
	ANNUAL	26,875	47,374
V14	HOURLY	13.5670	23.9145
	BIWEEKLY	1085.36	1913.16
	ANNUAL	28,220	49,742
V15	HOURLY	14.2454	25.1101
	BIWEEKLY	1139.63	2008.82
	ANNUAL	29,631	52,229
V16	HOURLY	14.9579	26.3655
	BIWEEKLY	1196.63	2109.25
	ANNUAL	31,112	54,841
V17	HOURLY	15.7054	27.6838
	BIWEEKLY	1256.43	2214.70
	ANNUAL	32,667	57,583

The hourly rates are the July 1, 2005 rates multiplied by 102.5%. For administrative purposes 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.

SALARY SCHEDULE V -- EFFECTIVE JULY 9, 2006
 SCHEDULE OF PAY GRADES -- SEIU LOCAL 400PG
 PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
V08	HOURLY	10.3771	18.2913
	BIWEEKLY	830.17	1463.30
	ANNUAL	21,584	38,045
V09	HOURLY	10.8960	19.2059
	BIWEEKLY	871.68	1536.48
	ANNUAL	22,663	39,948
V10	HOURLY	11.4408	20.1661
	BIWEEKLY	915.26	1613.29
	ANNUAL	23,797	41,946
V11	HOURLY	12.0128	21.1746
	BIWEEKLY	961.03	1693.96
	ANNUAL	24,987	44,043
V12	HOURLY	12.6136	22.2335
	BIWEEKLY	1009.09	1778.68
	ANNUAL	26,236	46,246
V13	HOURLY	13.2439	23.3449
	BIWEEKLY	1059.51	1867.60
	ANNUAL	27,547	48,558
V14	HOURLY	13.9062	24.5124
	BIWEEKLY	1112.49	1960.99
	ANNUAL	28,925	50,985
V15	HOURLY	14.6016	25.7379
	BIWEEKLY	1168.12	2059.04
	ANNUAL	30,372	53,534
V16	HOURLY	15.3318	27.0247
	BIWEEKLY	1226.55	2161.98
	ANNUAL	31,890	56,212
V17	HOURLY	16.0980	28.3759
	BIWEEKLY	1287.84	2270.06
	ANNUAL	33,484	59,022

The hourly rates are the July 10, 2005 rates multiplied by 102.5%. For administrative purposes 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. ESTABLISHMENT OF SALARY SCHEDULE V AND GENERAL RULES

A. MIN-MAX pay plan is derived as follows:

MINIMUM rate is the Minimum rate which is effective July 1, 2005.

MAXIMUM rate is the Maximum rate which is effective July 1, 2005.

B. Anniversary Dates

Employees covered by this Agreement, and hired before July 1, 2005, will keep the anniversary date that they held on July 1, 2005 for as long as they are continuously employed. Employees transferred (lateral transfer, promotion, demotion) on or after July 1, 2005, into this bargaining unit, will have as their new anniversary date, the initial appointment date with the State's Attorney's office.

C. Merit Increases and Salary Adjustments

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

- a. The employee reaches the maximum of his/her grade;
- b. 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
- c. 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.

D. Promotions, Reallocations and Demotions

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. For the purpose of a voluntary demotion the salary decrease may be waived. Salary increases upon reallocation to a higher graded position shall be at a rate not to exceed ten percent (10%). If the ten percent (10%) increase would establish the hourly rate one percent (1%) or less below the maximum, the hourly rate will be automatically adjusted upward to the maximum. For purposes of a Salary Reduction imposed as a discipline, an employee's salary shall be reduced by an amount not to exceed ten percent (10%) and such reduction shall be applied in accordance with the Personnel Law.

3. COST OF LIVING ADJUSTMENT

A. Effective the first full pay period beginning on or after July 1, 2005, employees covered by

this Salary Schedule will receive a two and one half percent (2.5%) increase to their base wages.

B. Effective the first full pay period beginning on or after July 1, 2006, employees covered by this Salary Schedule will receive a two and one half percent (2.5%) increase to their base wages.

4. PROBATIONARY PERIOD

A. The probationary period for new employees shall be nine (9) months from the date of hire and shall be regarded as an integral part of the training process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of an employee to the employee's position and for disqualifying any employee whose performance and conduct is not satisfactory.

B. At any time during the probationary period the Employer may remove an employee if in the Employer's opinion the employee is unwilling or unable to perform the duties of the position satisfactorily or that the employee's habits and lack of dependability do not merit continued employment with the Employer. When dismissing a probationary employee, the Employer will follow the procedures set forth in Sections 16-171(c)(1), (2) and (3) of the County Personnel Law. This shall not be interpreted as subjecting any termination of a probationary employee to the grievance procedure contained in this Agreement.

C. In addition to the type of extension permitted under Personnel Law Section 16-172, the Employer may extend for a period of up to sixty (60) calendar days an employee's probationary period. The Union and the affected employee shall receive a copy of the notice extending the employee's probationary period.

5. WORK HOURS

A. Hours of Work

The regular workday shall consist of a shift of eight and one half (8.5) consecutive hours, including an unpaid thirty (30) minute meal period. In circumstances where bargaining unit employees are approved in advance by the State's Attorney, Deputy State's Attorney or the Division Chief to work more than eight (8) hours within a twenty-four (24) hour period, or forty (40) hours within five (5) consecutive days, Monday through Friday, provided that any such employee will be compensated for hours worked in excess of forty (40) hours in a workweek pursuant to Section 6. Overtime Compensation.

B. Rest Period

The State's Attorney's Office shall establish a reasonable and fair break period policy to be effective within the first thirty (30) days after the execution of this Agreement. Employees shall be allowed a fifteen (15) minute break during the first four hours of the workday and an additional fifteen (15) minute break during the second four hours of the workday. In no event shall any such break period policies interfere with or prevent the efficient conduct of County business.

6. OVERTIME COMPENSATION

A. Employees shall be compensated for overtime worked as follows:

Employees shall be paid time and one-half for all hours worked over and above eight (8) hours in any given day and forty (40) hours in any given week as described in Section 5A. above.

B. Employees may elect to accrue compensatory leave in lieu of pay at the appropriate overtime rate for all authorized overtime hours worked. For purposes of this provision and other compensatory leave provisions of this Agreement, compensatory leave will be scheduled at mutually agreeable times. The parties agree that this paragraph will be administered consistent with the requirements of the Fair Labor Standards Act and the County's rules and regulations.

7. CALL-IN AND DIFFERENTIAL PAY

Employees called in to work outside their regular shift shall receive a minimum of two (2) hours pay at the applicable rate of pay.

8. TEMPORARY ASSIGNMENTS

Employees who are required to perform the majority of duties, tasks and responsibilities of a higher job classification shall have their salary rates adjusted after thirty (30) days to the minimum salary of the higher graded position or by ten percent (10%), whichever is greater. No employee shall be required to perform such work for more than ninety (90) calendar days per occurrence. Management will process the required paperwork promptly.

9. HOLIDAY PAY

A. Full-time employees covered by this Agreement shall be granted holiday leave with pay on observed holidays. Part-time employees covered by this Agreement shall be granted holiday leave with pay in proportion to the number of hours. Any full-time or part-time employee on approved, paid leave on the day a holiday occurs shall be considered on holiday leave for that day and shall be paid at the regular hourly rate of pay. To be eligible to receive holiday leave pay an employee must be in a pay status the last regular workday before and the first regular workday after the day of holiday observance.

B. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled workday shall be paid for all hours actually worked on the holiday at the rate of two (2) times his/her base hourly rate of pay.

10. HOLIDAY LEAVE

A. The term holiday as used in this Salary Schedule shall refer to the following days:

1. New Year's Day;
2. Martin Luther King Jr.'s Birthday;
3. Presidential Inauguration Day, in accordance with Court Calendar;

4. Washington's Birthday;
5. Memorial Day;
6. Independence Day;
7. Labor Day;
8. County Employees' Appreciation Day;
9. Columbus Day;
10. Presidential Election Day, in accordance with Court Calendar;
11. Veteran's Day;
12. Thanksgiving Day; and,
13. Christmas Day

B. The County shall establish the dates of observance for each of the regular holidays listed above.

11. ANNUAL LEAVE

A. Annual Leave shall be administered in accordance with the Personnel Law.

B. 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

C. 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 and based on years of service.

D. 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 D.1. above.

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

12. SICK LEAVE

- A. Sick Leave shall be administered in accordance with the Personnel Law.
- B. Sick leave may be accumulated from year to year.
- C. All full-time employees earn four and one-half (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.
- D. 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.

13. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

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 Personnel Law 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.
 - 2. Any accrued annual leave not eligible for cash payment may be converted to sick leave.
- 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 Personnel Law 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, as amended, and the terms of any applicable County sponsored pension plan.

14. PERSONAL LEAVE

Twenty-eight (28) hours personal leave per wage reporting year shall be granted to each employee eligible for annual leave. This will include the four (4) hours granted in lieu of General Election Day. Personal leave shall be requested and approved in advance of use. Personal leave may be used in four-hour increments. 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 separation from employment.

15. 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 15, 2007.

16. BEREAVEMENT LEAVE

In the event of the death of an employee's parent, parent-in-law, son-or daughter-in-law, brother-or sister-in-law, spouse, child or grandchild, brother, sister, grandparents or spouse's grandparents, the employee may take up to five (5) working days leave for bereavement. The first (1st) leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave. If the employee does not have sick leave available, annual leave, compensatory leave and/or personal leave may be used. Notwithstanding the

foregoing, the first three (3) leave days will be administrative leave days upon the death of a spouse, sibling, parent, grandparent or child.

17. JURY DUTY

An employee who is required to perform jury service in any court (Federal or State) shall be paid his/her regular salary. If after reporting for jury duty, it is determined that the employee's services are not required and the employee is dismissed from jury duty for the day, the employee must return to his/her regular work for the remainder of the day, provided, however, that there are at least four (4) hours remaining in the workday.

18. LEAVE OF ABSENCE

A. Employees shall be eligible to request a leave of absence after one (1) month of service with the County.

B. Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the leave of absence is approved, authorization for a leave of absence shall be furnished to the employee by the Employer in writing. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

19. FAMILY AND MEDICAL LEAVE

Employees covered by this Salary Schedule are entitled to family and medical leave in accordance with the Personnel Law. (See Personnel Law Section 16-225.01)

20. 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.

21. CIVIC DUTY LEAVE

An employee subpoenaed to appear before a court, public body or commission on matters relating to the business of the Employer shall be granted leave of absence with pay for the period required to respond to the subpoena, including matters related to Article 4 of the Agreement.

22. VOTING TIME 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.

23. UNION BUSINESS LEAVE

A. SEIU Local 400 PG shall appoint one (1) bargaining unit member to serve as Steward and one bargaining unit member to serve as Alternate Steward for the entire bargaining unit. The Steward shall be an employee of the State's Attorney's Office on payroll status and shall be responsible for labor relations activities associated with the administration of this Agreement. Furthermore, he/she shall be responsible for coordinating and processing of grievances. These activities shall be conducted without disrupting the work of any County employees who are not directly involved.

B. The County shall grant, after request to and approval of the State's Attorney's Office, administrative leave for attendance at regularly scheduled Union conventions and/or conferences for employees officially designated as Union delegates during any one (1) calendar year. Two (2) Local delegates for employees covered by this Agreement shall be approved for not more than eight (8) days administrative leave for attendance at such conventions and/or conferences, and such leave shall not be unreasonably withheld. The two delegates shall not be from the same unit.

C. Additionally, any members covered under this Agreement shall be granted administrative leave to attend Union sponsored training classes during a calendar year. A single bank of thirty (30) days administrative leave per calendar year will be available to attend Union sponsored training classes, conventions and/or conferences. The members of the negotiating team shall be granted up to twenty-four (24) hours of administrative leave each to prepare for negotiations provided that no two (2) members work in the same division.

D. Request for leave under this Article shall be submitted to the State's Attorney's Office for approval. Approval will not be unreasonably withheld.

24. ADMINISTRATION OF LEAVE

Unless specifically altered herein, the provisions governing the administration of the above types of leave as well as other types of leave (administrative, disability, absence without leave) are specified in Division 17 of the Personnel Law and applicable Administrative Procedure 284.

25. HEALTH INSURANCE COVERAGE

A. 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%).

B. The County shall contribute eighty percent (80%) 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 percent (20%), but will in no event pay more than General Schedule employees.

C. Employees who provide proof of 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 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.

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 five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to three thousand dollars (\$3,000.00) in a medical flexible spending account.

H. The County will permit to accrue the employee's share of the employee's health benefits plan(s) when an employee is on leave of absence. The accrual of the employee share will continue until the employee returns to work. At that time, the County will assess an arrears payment along with the current payment to the employee's paycheck until satisfied. An employee on approved LWOP for reasons other than FMLA or Worker's Compensation will have to pay the employer's portion of the health benefits plan(s) during the leave of absence. The employee will also have the option to discontinue any health benefits plan(s) until they return to work and re-enrollment into the plan(s) must occur within 30 days of returning to work.

26. DISABILITY LEAVE

The County's disability leave policy for employees covered by this Salary Schedule is administered pursuant to the provisions of Section 16-224 of the Personnel Law and Administrative Procedure 284. Where, pursuant to Personnel Law Section 16-224 and Administrative Procedure 284, an employee is determined to be eligible for disability leave, the employee will have sick or other leave time used because of the injury restored subject to the conditions and limitations set forth in Section 16-224 and Administrative Procedure 284.

27. GROUP LIFE INSURANCE UNDER THE BENEFLEX PROGRAM

A. 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 of 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 amount of coverage. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

B. The County shall pay a death benefit of ten thousand dollars (\$10,000.00) upon the death of

any employee whose death results from a bodily injury caused by an accident.

28. 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.

29. SUPPLEMENTAL RETIREMENT BENEFIT

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. For participants actively participating in the Plan on or after January 1, 2002, the benefit accrual is 1.0% times the number of years of actual and continuous service the employee has as a full-time and/or part-time Prince George's County employee, to a maximum of thirty (30) 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 (1/2) the cost of providing this benefit. Effective with the pay period beginning on July 10, 2005, the employee contribution rate to the Supplemental Pension Plan will be 3.29% of base pay.

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.

30. SOCIAL SECURITY

A. Effective January 1, 2005, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund (FICA-OASDI) of 6.2% of the first \$90,000.00; and 1.45% for FICA-HI on all wages paid. 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.

31. 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.

32. C.O.P.E. FUND DEDUCTION

The County agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's C.O.P.E. fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this paragraph.

33. 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 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.