

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2011 Legislative Session

Resolution No. CR-32-2011
Proposed by The Chairman (by request – County Executive)
Introduced by Council Members Franklin, Toles, Harrison, and Lehman
Co-Sponsors _____
Date of Introduction April 19, 2011

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 Council 67, American Federation of State, County

4 and Municipal Employees, AFL-CIO,

5 Local 241 – Salary Schedule X

6 For the purpose of amending the Salary Plan of the County to reflect the terms of the labor

7 agreement by and between Prince George's County, Maryland and the American Federation of

8 State, County and Municipal Employees, Local 241.

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

12 WHEREAS, the Salary Plan must at this time be amended by the approval of a salary
13 schedule to reflect the terms of the labor agreement by and between Prince George's County,
14 Maryland and the American Federation of State, County and Municipal Employees, Local 241.

15 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
16 County, Maryland, that Salary Schedule X submitted and recommended by the County Executive
17 on _____, 2011 which is attached hereto and made a part hereof, setting forth the
18 following modifications: a Cost of Living increase of two percent (2%), effective January 2,
19 2011; uniform changes; and Social Security benefits, be and the same is hereby approved.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect on the date it is
2 adopted and shall be retroactively effective to July 1, 2010.

3 Adopted this ____ day of _____, 2011.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Ingrid M. Turner
Chair

ATTEST:

Redis C. Floyd
Clerk of the Council

KEY:

Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that remain unchanged.

* * * * *

SALARY SCHEDULE X
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 2010 - JUNE 30, 2011

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1. COST OF LIVING INCREASES

Effective January 2, 2011, all employees covered by this Agreement shall receive a two percent (2%) Cost of Living Adjustment (COLA) Increase.

2. MERIT INCREASES

Effective July 1, 2010, all employees covered by this Agreement shall forego a merit increase for FY 2011.

3. SCHEDULED PAY RATES

**SALARY SCHEDULE X EFFECTIVE JULY 1, 2009
SCHEDULE OF PAY GRADES SCHOOL CROSSING GUARDS
PRINCE GEORGE'S COUNTY, MARYLAND**

GRADE		MINIMUM	<u>ADJUSTED LIVING WAGE</u>	MAXIMUM
X13	HOURLY	10.3366	11.1264	17.9169
	BIWEEKLY	826.93	890.11	1433.35
	ANNUAL	21,500	23,143	37,268

The middle column is the Adjusted Living Wage (ALW) rate which is based on 25% (for fringe benefits) of the July 1, 2009 Living Wage rate of \$12.60. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE X EFFECTIVE JANUARY 2, 2011
SCHEDULE OF PAY GRADES SCHOOL CROSSING GUARDS
PRINCE GEORGE'S COUNTY, MARYLAND**

GRADE		MINIMUM	<u>ADJUSTED LIVING WAGE</u>	MAXIMUM
X13	HOURLY	10.5433	11.1816	18.2752
	BIWEEKLY	843.47	894.53	1462.02
	ANNUAL	21,930	23,258	38,012

The minimum and maximum hourly rates are the 7/1/09 rates multiplied by 102%. The middle column is the Adjusted Living Wage (ALW) rate which is based on 25% (for fringe benefits) of the July 1, 2010 Living Wage rate of \$12.65. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

4. ADMINISTRATION OF THE MIN-MAX SYSTEM

A. Merit increases for employees covered by this Salary Schedule who earn less than the maximum of their grade shall be granted at a rate of three and one-half percent (3 1/2%), in accordance with the Personnel Law. Employees will continue to receive three and one-half percent (3 1/2%) merit increases until one of the following occurs:

1. They reach the maximum;
2. The three and one-half percent (3 1/2%) 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. If a three and one-half percent (3 1/2%) merit adjustment would cause an employee's salary to exceed the maximum rate established for that grade, the employee's salary will instead be adjusted to equal the maximum applicable rate.

B. Steps for the purpose of promotions, demotions, discipline, and reallocations, occurring on or after July 12, 1981, shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.

C. Amend Salary Schedule X effective July 1, 2007 to provide the establishment of MINIMUM and MAXIMUM rates:

- i. The MINIMUM rate effective July 1, 2007, is the July 9, 2006 MINIMUM rate.
- ii. The MAXIMUM rate effective July 1, 2007, is the July 9, 2006 L6 rate.

D. No employee in the bargaining unit shall be paid less than the current Prince George's County Living Wage, as follows: When the Prince George's County Living Wage is revised by the County, a new Adjusted Living Wage (ALW) shall reflect an allowance of 25% for fringe benefits. All minimum salaries contained in "Schedule of Pay Grades (X13)" that are below the County Living Wage will be paid at the ALW rate. Employees paid under the ALW shall not be eligible for union negotiated COLA increases, but shall be eligible for merit increases per the Agreement. By April 30th of each year, the County shall provide benefit information to the union for those employees who would be paid ALW for the upcoming fiscal year.

5. WORK SCHEDULES

A. Work schedules means written schedules of the required daily hours of work within a workweek prescribed by an Appointing Authority as established by Charter 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.

B. Regular Assignments

1. The Employer will make reasonable efforts to schedule work assignments so that the employees covered by this Salary Schedule are paid a minimum of four (4) hours a day. The following is the daily regular assignment pay schedule for crossing guards:

- a. One (1) Crossing Assignment -- One and one-half (1 1/2) hours at their hourly rate of pay.
- b. Two (2) Crossing Assignments -- Two and one-half (2 1/2) hours at their hourly rate of pay.
- c. Three (3) Crossing Assignments -- Four (4) hours at their hourly rate of pay.
- d. Four (4) Crossing Assignments -- Five (5) hours at their hourly rate of pay.
- e. Five (5) Crossing Assignments -- Six and one-half (6 1/2) hours at their hourly rate of pay.
- f. Six (6) Crossing Assignments -- Eight (8) hours at their hourly rate of pay.
- g. Seven (7) Crossing Assignments -- Nine (9) hours at one and one-half (1 1/2) their regular rates of pay.

2. It is recognized, however, that the following principles will be adhered to:

- a. Each such employee receives a permanent assignment.
- b. Except for regular crossing guards hired on or after May 1, 1995, employees will be reassigned to their permanent assignments (up to five (5) hours a day for employees with twenty (20) or more years of service and up to four (4) hours a day for employees with less than twenty (20) years of service) on a year-to-year basis so long as the reassignment is consistent with school schedules and other operational needs.
- c. If the paid hours of an employee's permanent assignment exceed five (5) (twenty (20) or more years) or four (4) (under twenty (20) years) per day, any of the excess hours may be reassigned to another employee covered by this Salary Schedule whose permanent assignment consists of four (4) or less paid hours, so long as the reassignment is consistent with school schedules and other operational needs.
- d. Any permanent crossing guard hired on or after May 1, 1995, must be available to work a minimum of four (4) hours a day, that is, work at least three (3) crossing assignments, which specifically must include at least one morning and one afternoon crossing, if they are available.

C. Temporary Assignments

a. Employees who are required by the Appointing Authority or his/her designee to perform the majority of the duties of a higher job classification for at least ten (10) days shall be compensated starting with the first day at the rate of the higher job classification. No employee shall be required to perform such work for more than one hundred twenty (120) days in any one calendar year.

b. The County shall not schedule work to intentionally circumvent the provisions of this Article.

D. School Closing or School Time Changes

Management shall pay School Crossing Guards for their regularly scheduled post when a school is closed for graduation.

6. BACK TO SCHOOL MEETING

All employees covered by this Salary Schedule who attend the required back to school meeting shall receive three (3) hours pay at their regular rate of pay as compensation.

7. SPECIALTY ASSIGNMENT

Special assignments, as determined by the County, will be made by seniority when possible. This would include any available alternative work assignment that the County determines is available during those time periods when schools are scheduled to be closed. A volunteer sign-up sheet will be posted on the first day of school each year for thirty (30) days that will be used for consideration when making specialty assignments throughout the school year. This sign-up sheet will also be made available at the back to school night. In addition, only newly hired permanent employees hired after the thirty (30) day posting period will be afforded the opportunity to sign up after the posting period.

8. BENEFIT ELIGIBILITY

Eligibility for employment benefits shall be governed by the applicable provisions of the Personnel Law and shall be based upon the reporting pay hours earned, unless otherwise specified in the Agreement.

9. LEAVE PROVISIONS

A. Sick Leave

1. Bargaining unit employees shall earn one (1) hour of sick leave for each twenty (20) hours reported.

2. There shall be no limit on the amount of sick leave an employee may accumulate.

3. Sick leave shall be allowed in case of actual sickness or disability of the employee which incapacitates the employee so that the employee is unable to perform the regular duties of employment; or of actual sickness or disability of a member of the employee's household or illness of the employee's family outside of the employee household (provided the term "family" shall include those persons listed in G. - Bereavement Leave, below); or because of necessary employee appointments with physicians, dentists, or optometrists. The Employer may require proof of the reason for which sick leave was taken when the Employer has reasonable cause to believe that an employee may be abusing sick leave privileges. Prior to that, the employee will be given verbal or written notice that the employer suspects leave abuse.

4. Request for use of sick leave for physician, dentist, or optometrist appointments shall be made to the Employer in advance. Request for sick leave in all other cases shall be made in advance whenever it is possible, no later than within the first (1st) hour of the start of the employee's workday.

B. Sick Leave Bank

1. The Union shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual leave by employees covered by this Salary Schedule. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Salary Schedule with a zero (0) leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave under Section 9. G.

2. The administration of this sick leave bank shall be the responsibility of the Union. The County agrees to maintain the records of the sick leave bank and shall only be required to transfer sick leave from the bank to the account of an eligible employee upon receiving proper written authorization from the Union that the sick leave is to be transferred and after verification that the receiving employee has met all the necessary conditions of eligibility.

C. Annual Leave

1. Bargaining unit employees with up to four (4) years of service shall earn one and one-half (1 1/2) hours of annual leave for every twenty (20) hours reported. Employees with four (4) through fifteen (15) years of service will earn annual leave at the rate of two (2) hours for every twenty (20) hours reported. Employees with fifteen (15) or more years of service will earn annual leave at the rate of two and one-half (2 1/2) hours for every twenty (20) hours reported.

2. A maximum of three hundred sixty (360) hours of accumulated annual leave may be carried over by employees covered by this Salary Schedule. Any annual leave in excess of three hundred sixty (360) hours will be converted to sick leave at the end of the leave year.

3. The rate of pay while an employee is on annual leave shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's leave.

4. Annual leave shall be requested as far in advance as possible; and acted upon within five (5) working days after the request; provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for the leave. Upon request, annual leave shall be granted based upon the Employer's operational needs. If the nature of the Employer's operations makes it necessary to limit the number of employees on vacations at one time, the employee with the greater seniority will be given the choice of vacation periods in the event of any conflict over vacation periods.

5. An employee who terminates employment after at least ninety (90) days of service shall receive, at the time of final separation, a lump sum payment for all annual leave accrued.

6. Each employee may elect to be paid at the end of the work year, and at the appropriate annual rate, for up to three hundred sixty (360) hours of his/her annual leave accrued through the pay period in which April 30 falls. Annual leave checks will be distributed one pay period after the last paycheck for the school year. In lieu of payment for their annual leave at the end of the school year, employees may elect to carry over all or a portion of their accrued annual leave balances to the following school year. Employees who wish to carry over annual leave must notify the Police Department in writing of the amount of annual leave they wish to carry over before April 30 of each year.

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.

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 1996, 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 1996, 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 (1/2) of

the employee's base hourly rate of pay as of June 30, 1996. Sick leave earned beginning the first pay period of Fiscal Year 1997 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.

h. 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 Plan.

E. Personal Leave

Sixteen (16) hours of personal leave per leave year 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, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment. Personal leave will be granted in increments of one-half (1/2) hour or more when requested in advance. Personal leave shall be requested by employees covered by this Salary Schedule anytime during the calendar year. Personal leave shall not be unreasonably denied.

F. Union Business Leave

1. The Employer will grant approved administrative leave without loss of pay to employees officially designated as delegates to regularly scheduled Union conventions and conferences, provided that administrative leave for up to two (2) delegates may not exceed four (4) days for any delegate to a Council 67 convention nor five (5) days for any delegate to AFSCME's international conventions. These conventions are held on alternate years. If the scheduled convention or conference exceeds four (4) or five (5) days, as the case may be, use of annual leave may be granted to fulfill attendance requirements. Approval of annual leave will not be unreasonably withheld. All time spent during non-working hours on Union business by an employee while attending meetings scheduled by the County, to which the employee was specifically invited to attend, shall be compensated with compensatory leave at the straight time rate.

2. Employees covered by the Salary Schedule who are selected by their bargaining unit to serve as a Shop Steward shall be approved for not more than seven (7) days union leave for the initial Shop Steward training. Additionally, employees covered by this Salary Schedule shall be approved for not more than seven (7) days union leave per calendar year to attend official Union sponsored training classes.

3. Up to five (5) members of the negotiating team will be excused for their work assignment to attend contract negotiations and be placed on administrative leave that day so they will suffer no loss of compensation.

4. On days of negotiations, employees will be granted sufficient compensatory leave to make up the difference between eight (8) hours and the hours the employee would otherwise be in a paid status.

5. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County may apply for approved leave without pay. Such applications must be made not less than ten (10) working days prior to the beginning of such leave and such leave shall be at least one (1) calendar year in duration but no longer than (2) years duration. Granting approved leave without pay rests in the discretion of the Employer but such approval shall not be unreasonably withheld. Such leave may be renewed or extended for a similar period of time by mutual agreement.

G. Bereavement Leave

In the event of the death of an employee's parent, parent-in-law, son-in-law or daughter-in-law, brother-in-law, sister-in-law, spouse, child or grandchild, brother, sister or grandparents, the employee may take up to four (4) working days leave for bereavement. Upon the death of an employee's spouse or child, the first three (3) days will be administrative leave days, and the remaining day will be charged to the employee's accumulated sick leave. Upon the death of other relatives listed, 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.

H. 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.

I. Leave of Absence

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

2. Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate officer in charge, Crossing Guard Unit. 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 the Agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

J. Family and Medical Leave

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

K. 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.

L. 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.

M. Administration of Leave

The provision governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, disability, leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and applicable Administrative Procedures.

N. 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, 2011.

10. HOLIDAYS

The following days shall be recognized and observed as paid holidays: Thanksgiving, County Employees' Appreciation Day, Christmas, New Year's Day, Washington's Birthday, Good Friday, Easter Monday, Police Memorial Day, Memorial Day, Labor Day, Martin Luther King Jr.'s Birthday, General Election Day, in which Congressional Representatives are elected,

Veteran's Day and Teachers' Convention Day.

11. PREMIUM PAY FOR HOLIDAY WORK

A. Employees covered by this Salary Schedule are eligible for holiday pay provided they are on pay status during the scheduled work days occurring immediately before and immediately after the holiday. An employee is on pay status on any given day if the employee has worked the full day or has taken approved annual or sick leave on that day.

B. Employees who perform no work on a holiday shall be paid for their normal workday at their regular hourly rate of pay.

C. If an employee is required to work on a holiday, the employee shall be compensated at the rate of two (2) times the employee's normal hourly pay for each hour worked and will not receive holiday pay as provided in paragraph above.

12. PREMIUM PAY

Recognizing the permanent part-time nature of this bargaining unit, employees covered by this Salary Schedule who work more than eight (8) hours in a day will be paid time-and-a-half for all hours over eight (8) in a day.

13. INCLEMENT WEATHER PAY

A. Employees who are unable to work because all schools are closed for the entire day due to extreme inclement weather conditions will receive pay for their permanently assigned hours up to five (5) such days during the school year.

B. In the event that the number of inclement weather days used in any school year exceeds five (5), the employee shall be given the option to use annual leave time in order to receive a regular pay check. Should any member of the bargaining unit have unused inclement weather days at the end of the school year, unused days shall be converted to sick leave on a two for one basis that is, two (2) hours of unused inclement weather time converts to one (1) hour of sick leave.

14. 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.

15. GROUP HEALTH INSURANCE (BENEFLEX PROGRAM)

A. 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%).

Any changes in premium contribution percentages in this Agreement will not become effective unless and until the necessary resolutions are adopted by the County Council.

B. 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%) but will in no event pay more than General Schedule employees.

Any changes in premium contribution percentages in this Agreement will not become effective unless and until the necessary resolutions are adopted by the County Council.

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 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.

Any changes in premium contribution percentages in this Agreement will not become effective unless and until the necessary resolutions are adopted by the County Council.

E. Two (2) 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 care flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account.

16. LIFE INSURANCE

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 thousand dollars (\$100,000.00). Employees may choose to increase their life insurance from one (1) to (4) four times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00) 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) time their annual salary and receive a credit.

B. Effective following the 1985-1986 regular school year, the Employer will continue to pay its share of health care and life insurance premiums due during the summer months provided that

the employee contributes his/her share. However, if an employee resigns before working two (2) full pay periods in the following school year, the Employer will deduct the cost of its contribution for the employee from any final payment due that employee for wages and leave.

C. The Employer agrees to provide, through its payroll department, a computer key for the payroll deduction of a Union sponsored insurance program for the benefit of those employees who wish to participate in such a program, and who authorize in writing the deduction of premiums for such a program from their pay.

17. SUPPLEMENTAL RETIREMENT BENEFIT

A. Benefit Accrual and Amounts Effective July 1, 1990, employees covered by this Salary Schedule may elect to participate in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program are determined as follows:

1. Benefit accrual is at the rate of 0.4% 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 (25) years of actual and continuous service, multiplied by the employee's average annual compensation.

2. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is ten percent (10%) of the employee's average annual compensation.

B. Effective July 1, 2001, the benefit accrual rate in paragraph A.1. and 2., above, shall be increased from 0.4% to 0.6% per year for up to twenty-five (25) years of service for an increase in normal benefit from ten percent (10%) to fifteen percent (15%). The additional cost for this benefit enhancement will be paid totally by the County.

C. Effective July 1, 2003, the benefit accrual rate in paragraph B. above, shall be increased from 0.6% to 0.7% per year for up to thirty (30) years of service for an increase in normal benefit from fifteen percent (15%) to twenty-one percent (21%). The additional cost for this benefit enhancement will be paid totally by the Employee.

D. Effective July 1, 2005, the benefit accrual rate in paragraph C. above, shall be increased from 0.7% to 0.75% per year for up to thirty (30) years of service for an increase in normal benefit from twenty-one percent (21%) to twenty-two and one-half percent (22.5%). The additional cost for this benefit enhancement will be paid totally by the Employer.

E. Vesting

1. 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.

2. Vested Benefit

An employee completing the minimum continuous service requirements of D.1., above, shall be entitled to receive a monthly benefit as determined pursuant to D.1., above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

F. Benefit Payment

The benefit accrued by an employee under either A. B. or C., above, shall not be payable until retirement at the earliest of the following: 1. age fifty-five (55) and fifteen (15) years of service; 2. age sixty-two (62) and five (5) years of service; or, 3. thirty (30) years of service regardless of age.

G. Funding

Except for the cost of the additional benefit provided in B. and C. above, the cost of funding this supplemental retirement plan for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

H. Definitions

1. Actual Service means service while employed as an employee of Prince George's County.
2. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.
3. 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.
4. Continuous Service means the most recent unbroken period of employment as an employee of Prince George's County.

18. IRS PICKUP PLAN

A. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by E. (Funding) hereof. Such amounts:

1. are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;

2. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

3. shall be paid by the County from the same source of funds that is used to pay compensation to the employee; and,

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.

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

19. SOCIAL SECURITY

A. The County is required to comply with the Federal Insurance Contribution Act (FICA) that provides for a federal system of old-age, survivors, disability (Social Security or OASDI), and hospital (Medicare or HI) insurance. Effective January 1, 2010, the County and each employee paid in accordance with this Salary Schedule shall make contributions of 6.2% to the Social Security fund (FICA-OASDI) up to the wage base limit of one hundred six thousand eight hundred dollars (\$106,800.00); and 1.45% to the Medicare fund (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 contribution by the County and each employee.

20. WORKERS' COMPENSATION

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

21. UNIFORMS

A. The Employer shall continue to supply and replace when needed complete uniforms for all bargaining unit employees, except hose, shoes, and after first issue, gloves.

B. At the beginning of the FY 2011 school year, the Department will provide each Crossing Guard with raingear which has been mutually agreed to by the Department and the Union including: Hood, Coat and Gloves. New employees shall be provided with raingear upon hiring. Crossing Guards may purchase rain pants.

C. At the beginning of the FY 2011 school year, the Department will provide each Crossing Guard with intermediate jacket which has been mutually agreed to by the Department and the

Union. New employees shall be provided with an intermediate jacket upon hiring.

D. The Employer shall furnish bargaining unit employees with a clothing allowance of five hundred fifty dollars (\$550.00) in Fiscal Year 2011. Uniform allowance will be disbursed annually in October.

E. If an employee arrives or leaves during the fiscal year, his/her allowance will be prorated.

22. EQUIPMENT

As of September 2007, all crossing guards will be provided with an updated personal communications device at no expense to the employee when used for official County business.

23. P.E.O.P.L.E. DEDUCTION

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

24. 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.