

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2008 Legislative Session**

Resolution No. CR-101-2008

Proposed by The Chairman (by request – County Executive)

Introduced by Council Members Dean and Knotts

Date of Introduction November 5, 2008

**RESOLUTION**

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 Corrections Officials – Salary Schedule “C-O”

4 Schedule of Pay Grades

5 For the purpose of amending the Salary Plan of the County to reflect wage and benefit  
6 modifications of the Department of Corrections Officials.

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 by the County Executive 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 wage and benefit modifications for the Corrections Officials.

12 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George’s  
13 County, Maryland, that Salary Schedule “C-O” submitted and recommended by the County  
14 Executive on November 3, 2008, which is attached hereto and made a part hereof, setting forth  
15 the following modifications: cost of living increases in Fiscal Years 2008 and 2009; wage scale  
16 adjustments; merit increases in Fiscal Years 2008 and 2009; uniform allowance; and health  
17 insurance benefits, be and the same is hereby approved.

BE IT FURTHER RESOLVED that this Resolution shall take effect on the date it is adopted and shall be retroactively effective to July 1, 2007.

Adopted this 18th day of November, 2008.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Samuel H. Dean  
Chairman

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

SALARY SCHEDULE C-O  
SCHEDULE OF PAY GRADES  
FOR CORRECTIONS OFFICIALS

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2007 - JUNE 30, 2009

**TABLE OF CONTENTS**

		<u>PAGE</u>
1.	<b>SCHEDULED PAY RATES</b> .....	5
2.	<b>MERIT INCREASES</b> .....	8
3.	<b>COST OF LIVING ADJUSTMENTS</b> .....	9
4.	<b>WAGE SCALE ADJUSTMENT</b> .....	9
5.	<b>WORKWEEK</b> .....	9
6.	<b>WORK SCHEDULES</b> .....	9
7.	<b>DESIGNATION OF MEAL PERIODS</b> .....	9
8.	<b>PAY IN EXCESS OF BASE SALARY</b> .....	10
9.	<b>LEAVE PROVISIONS</b> .....	11
10.	<b>INCENTIVE AWARDS</b> .....	15
11.	<b>UNEMPLOYMENT INSURANCE</b> .....	15
12.	<b>RETIREMENT CONTRIBUTIONS</b> .....	15
13.	<b>SUPPLEMENTAL RETIREMENT CONTRIBUTIONS</b> .....	16
14.	<b>IRS PICKUP PLAN</b> .....	16
15.	<b>GROUP HEALTH INSURANCE</b> .....	17
16.	<b>LIFE INSURANCE</b> .....	18
17.	<b>SOCIAL SECURITY</b> .....	19
18.	<b>MILITARY LEAVE</b> .....	19
19.	<b>WORKERS' COMPENSATION</b> .....	19
20.	<b>UNIFORMS AND PHYSICAL CONDITIONING</b> .....	19
21.	<b>POLICY STATEMENT</b> .....	20

**1. SCHEDULED PAY RATES**

**SALARY SCHEDULE C-O  
 SCHEDULE OF PAY GRADES (D28-D33)  
 PRINCE GEORGE'S CORRECTIONAL OFFICIALS  
 (CAPTAINS AND MAJORS)  
 PRINCE GEORGE'S COUNTY, MARYLAND  
 EFFECTIVE AUGUST 5, 2007**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
D28		
HOURLY	24.0912	40.8991
BIWEEKLY	1927.29	3271.93
ANNUAL	50,110	85,070
D29 (Correctional Officer Captain)		
HOURLY	25.2898	42.9380
BIWEEKLY	2023.18	3435.04
ANNUAL	52,603	89,311
D30		
HOURLY	26.5483	45.0790
BIWEEKLY	2123.86	3606.32
ANNUAL	55,220	93,764
D31		
HOURLY	27.8701	47.3276
BIWEEKLY	2229.61	3786.21
ANNUAL	57,970	98,441
D32		
HOURLY	29.2577	49.6880
BIWEEKLY	2340.61	3975.04
ANNUAL	60,856	103,351
D33 (Correctional Officer Major)		
HOURLY	30.7149	52.1663
BIWEEKLY	2457.19	4173.30
ANNUAL	63,887	108,506

The hourly rates are the July 9, 2006 rates multiplied by 102.5%. For administrative purposes the hourly rate are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE C-O  
SCHEDULE OF PAY GRADES (D28-D33)  
PRINCE GEORGE'S CORRECTIONAL OFFICIALS  
(CAPTAINS AND MAJORS)  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JULY 1, 2008**

GRADE	MINIMUM	MAXIMUM
D28		
HOURLY	24.0912	42.3306
BIWEEKLY	1927.29	3386.45
ANNUAL	50,110	88,048
D29 (Correctional Officer Captain)		
HOURLY	25.2898	44.4408
BIWEEKLY	2023.18	3555.27
ANNUAL	52,603	92,437
D30		
HOURLY	26.5483	46.6568
BIWEEKLY	2123.86	3732.55
ANNUAL	55,220	97,046
D31		
HOURLY	27.8701	48.9840
BIWEEKLY	2229.61	3918.72
ANNUAL	57,970	101,887
D32		
HOURLY	29.2577	51.4271
BIWEEKLY	2340.61	4114.17
ANNUAL	60,856	106,968
D33 (Correctional Officer Major)		
HOURLY	30.7149	53.9921
BIWEEKLY	2457.19	4319.37
ANNUAL	63,887	112,304

The **maximum** hourly rates are the August 5, 2007 rates multiplied by 103.5%. The minimum hourly rates remain the same as those on August 5, 2007. For administrative purposes the hourly rate are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE C-O  
SCHEDULE OF PAY GRADES (D28-D33)  
PRINCE GEORGE'S CORRECTIONAL OFFICIALS  
(CAPTAINS AND MAJORS)  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE AUGUST 3, 2008**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
D28		
HOURLY	24.8139	43.6005
BIWEEKLY	1985.11	3488.04
ANNUAL	51,613	90,689
D29 (Correctional Officer Captain)		
HOURLY	26.0484	45.7740
BIWEEKLY	2083.88	3661.92
ANNUAL	54,181	95,210
D30		
HOURLY	27.3448	48.0565
BIWEEKLY	2187.58	3844.52
ANNUAL	56,877	99,958
D31		
HOURLY	28.7062	50.4536
BIWEEKLY	2296.50	4036.29
ANNUAL	59,709	104,943
D32		
HOURLY	30.1354	52.9699
BIWEEKLY	2410.83	4237.59
ANNUAL	62,682	110,177
D33 (Correctional Officer Major)		
HOURLY	31.6364	55.6119
BIWEEKLY	2530.91	4448.95
ANNUAL	65,804	115,673

The hourly rates are the July 1, 2008 rates multiplied by 103%. For administrative purposes the hourly rate are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**MIN-MAX System:**

NOTE: All Correctional Administrators, Deputy Directors and the Director shall be eligible to participate in the Correctional Officers' Pension Plan only if, prior to their promotion to such position, they were a participant in the Correctional Officers' Pension Plan. Correctional Administrators are paid wages at Grade G-31 on Salary Schedule "G." All Correctional Administrators, who are participants in the Correctional Officers' Pension Plan and are assigned to the General Salary Schedule at Grade G-31 shall also receive all of the benefits of fellow Correctional Officials under Salary Schedule C-O except payment of wages.

Effective July 1, 2001, merit steps will have the value of three percent (3%). The "MIN-MAX" system in effect for employees covered under this Salary Schedule is thereby modified and governed by the following rules:

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 percent (3%). Employees will continue to receive three percent (3%) merit increases until one of the following occurs:

1. They reach the maximum of their grade;
2. The three percent (3%) increase would establish their hourly rate one percent (1%) or less below the maximum, in which case their hourly rate will be automatically adjusted upward to the maximum; or
3. The three percent (3%) increase would establish their hourly rate above the maximum rate for that grade, in which case their hourly rate will instead be adjusted to equal the applicable maximum rate.

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

C. Anniversary Dates. Employees covered by this Salary Schedule hired before July 1, 2001, will keep the anniversary dates that they held on July 1, 2001, for as long as they are continuously employed. Employees hired on or after July 1, 2001, will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Employees hired (promotion, demotion, transfer, new hire) on or after July 1, 2003, will have as their anniversary dates the dates of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

**2. MERIT INCREASES**

A. Fiscal Year 2008. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2007 through June 30, 2008, will receive a merit increase.



B. Fiscal Year 2009. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2008 through June 30, 2009, will receive a merit increase.

### **3. COST OF LIVING ADJUSTMENTS**

A. Fiscal Year 2008. Effective the first full pay period beginning on or after August 5, 2007, employees covered by this Salary Schedule will receive a two and one-half percent (2.5%) increase in their base hourly rates of pay.

B. Fiscal Year 2009. Effective the first full pay period beginning on or after August 3, 2008, employees covered by this Salary Schedule will receive a three percent (3%) increase in their base hourly rates of pay.

### **4. WAGE SCALE ADJUSTMENT**

Effective July 1, 2008, the maximum rates will be increased by three and one-half percent (3.5%). Increases will be applied effective with the employee's anniversary date falling within fiscal year 2009 (i.e., July 1, 2008 through June 30, 2009).

### **5. WORKWEEK**

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

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

2. 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 in addition to the forty (40) productive hours.

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, employees allocated to classes within this 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 workweek 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 this Schedule shall be equal to one and one-half (1 1/2) times the employee's regular hourly rate.

c. Only worked hours, not including any type of leave (for example, sick, annual, discretionary, holiday, disability, LWOP, personal, FMLA) 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 this Schedule, Grades 28 through 30, inclusive, shall be entitled to earn overtime pay only upon the written approval of the appropriate Appointing Authority.

b. Employees assigned to this Schedule, Grades 31 and above, shall be entitled to earn overtime pay only upon the written approval of the Chief Administrative Officer.

### **B. Premium Pay for Holiday Work**

1. No employee occupying a position allocated to a class in the C-O Schedule above Grade 30 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.

2. Employees occupying classes allocated to Grades 28 through 30 in the C-O Schedule required to work on designated County holidays shall be paid at the rate of two (2) times the

employee's base rate of pay. Any overtime hours worked on a holiday shall be paid at the applicable overtime rate.

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

4. Should a holiday fall on an employee's regularly scheduled day off, the employee shall receive an alternative day or shift schedule day off at the employee's base rate of pay.

5. For the purposes of holiday pay and leave, Correctional Officer Memorial Day will be recognized and observed by employees covered by this Salary Schedule. However, notwithstanding the foregoing, employees in Grades 28 through 30 who are required to work on the day Correctional Officer Memorial Day is observed may elect to receive one and one-half (1 1/2) times their base rate of pay plus one-half (1/2) of the number of hours in his/her normal daily work schedule in annual leave or to receive straight time for hours worked plus compensatory leave at the straight time rate for hours worked plus annual leave for one-half (1/2) of the number of hours worked. When the employee's regularly scheduled day off coincides with the day Correctional Officer Memorial Day is observed, the employee shall be given another day off in compensatory leave.

#### C. Shift Differential

1. Effective the first full pay period beginning on or after July 1, 2005, a shift differential of two dollars and forty cents (\$2.40) per hour shall be paid for all time worked on the first shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) and on the third shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee who works those shifts. Effective the first full pay period beginning on or after July 1, 2006, that rate will be increased to two dollars and fifty cents (\$2.50) per hour.

2. The shift differential provided herein is not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions, or retirement or insurance benefits.

#### D. Pyramiding of Overtime and Premium Pay

There shall be no pyramiding of overtime and premium rates (i.e. shift differential). Only one overtime or premium rate will be paid for the same hours worked.

### **9. LEAVE PROVISIONS**

#### A. Sick Leave

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

2. 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.

3. 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.

4. Employees covered by this Salary Schedule are entitled to FMLA as provided in the County Personnel Law.

B. Sick and Annual Leave Disposition Upon Separation

1. Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, be liquidated in the following manner:

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. 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:

1. Upon separation from employment, employees who have elected to participate in the new comprehensive pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or for up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater.

a. Any remaining amount would be applied toward retirement credit in the comprehensive plan up to the maximum benefit allowed under the plan.

2. Upon separation from employment, employees who have elected to remain with the Maryland State Retirement Systems (MSRS) and the County Supplemental Plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.

d. Upon separation from employment for non-disciplinary reasons, eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of the date of separation, but not to exceed the highest rate of pay of a Correctional Officer Lieutenant in January, 2001 – that is, \$32.6534

per hour. However, if a Correctional Officer with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cashout of unused accumulated sick leave as of the end of the 1996 leave year.

e. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e. new sick leave) is not subject to cash payment upon separation, but is available to purchase retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan.

f. Correctional Officers whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph d., above.

g. For individuals who chose to remain in the MSRS plan and the County Supplemental Plan, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate.

h. 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.

#### C. Bereavement Leave

Bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first twenty-four (24) hours of bereavement leave taken upon the death of a family member will be administrative leave rather than sick leave. The term "family" shall include the employee's spouse, child (including biological, adopted, foster, stepchild, or legal ward), parent, parent-in-law, grandparent, grandchild, brother or sister.

#### D. Disability Leave

The Department will designate a member of Management to make an initial determination as to whether an injury qualifies for disability leave. Specifically, where an employee claims injury on the job (all hours working, including breaks, will be considered) and is unable to work, Management will make an initial determination through investigation as soon as possible but not later than ten (10) working days after the claim was made. In cases where injury on the job is clearly indicated, the employee will be placed on disability leave immediately. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but will be backcharged sick or annual leave for the period of time the employee was on disability leave. In cases where injury on the job is not clearly indicated, the process outlined in Administrative Procedure 284 (Administration of Employee Leave) will be followed.

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

1. 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.

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

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

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

F. Personal Leave

Thirty-two (32) hours of paid personal leave per leave year -- including the four (4) hours granted in lieu of the former General Election Day holiday -- shall be granted to each employee eligible for annual leave. The personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

G. Compensatory Leave

1. Employees assigned to grades in this Schedule who are otherwise entitled to earn overtime compensation pursuant to Section 7.A., may elect to earn compensatory leave in lieu of overtime compensation, except that employees in Grades 28 through 30, inclusive, are entitled to earn compensatory leave without written approval of the Appointing Authority.

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

a. No employee shall accrue more than two hundred forty (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 operations of the agency.

3. Employees covered by this Salary Schedule who are assigned as Field Training Officers will receive forty (40) hours of compensatory time per academy class.

4. Employees covered by this Salary Schedule who are assigned as Training Instructors will receive one (1) hour of compensatory time for each class taught.

5. If the County declares a State of Emergency on the weekend, then employees covered by this Salary Schedule will receive hour for hour compensatory time for each hour worked.

#### H. Administration of Leave

The provisions governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, parental, family and medical, disability, leave without pay, absence without leave, compensatory) 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.

### **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 CONTRIBUTIONS**

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

B. Effective January 1, 1980, current participants in the Employee's Retirement System may transfer to the Employee's 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 Employee's Pension System.

D. The County's contribution rate shall be that amount as established from time to time by the State. Employee contributions (where applicable) shall be made through payroll deductions. If changes/improvements in retirement benefits are made, then contributions may be adjusted accordingly.

### **13. SUPPLEMENTAL RETIREMENT CONTRIBUTIONS**

A. The cost of funding the supplemental retirement benefit described in Article 42 of the Agreement between Prince George's County, Maryland and the Prince George's County Correctional Officers' Association effective July 2003 to June 2005 (the Agreement) will be shared by the employee and the County through regular contributions each pay period. The County shall contribute seventy-five percent (75%) of the total cost of providing the employee's benefit, and the employee shall contribute, through payroll deduction, the remaining twenty-five percent (25%). In addition, effective July 1, 1995, the employee contribution for employees hired before July 1, 1995 will be increased by an amount equal to one percent (1%) of the employee's annual salary and the employer contribution will be decreased accordingly. Effective July 1, 1995, the contribution for employees hired on or after July 1, 1995 will be increased by an amount equal to two percent (2%) of the employee's annual salary, and the employer contribution will be decreased accordingly. Effective July 1, 1999, the contribution for all employees will be increased by one-half of one percent (.5 %) of the employee's annual salary, and the employer contribution will be decreased accordingly.

#### **B. Comprehensive Correctional Officer Pension Plan**

The cost of funding the Plan described in Article 42 of the Agreement between Prince George's County, Maryland and the Prince George's County Correctional Officers' Association effective July 2005 to June 2007 (the Agreement) will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 2005 the contribution rate for employees hired before July 1, 1995, shall be twelve percent (12%) of the employee's annual salary. The contribution rate for employees hired on or after July 1, 1995, shall be thirteen percent (13%) of the employee's annual salary. The County shall contribute such amount as are actuarially determined to be necessary to provide for the benefits under the Plan.

### **14. 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 Article 42 Section 4 (Funding) and Section 10.7 (Funding), of the Agreement. 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.

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 are prerequisites to the implementation of the pickup plan.

## **15. GROUP HEALTH INSURANCE**

A. In Calendar Year (CY) 2008, the County shall contribute seventy-four percent (74%) to the cost of the County's point-of-service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-six percent (26%).

In CY09, the County shall contribute seventy-three percent (73%) to the cost of the County's point-of-service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).

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

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

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

D. In CY08, the Employer shall contribute eighty nine percent (89%) to the County's deductible prescription drug and vision care programs for any employee and retiree (who retires on or after July 1, 1996) who elect to participate in either program. The participating employee/retiree shall contribute the remaining eleven percent (11%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

In CY09, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee and retiree (who retire on or after July 1, 1996) who elect to participate in either program. The participating employee/retiree shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the

Prescription Drug Plan may choose to receive a credit instead.

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

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

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

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

## **16. LIFE INSURANCE**

A. 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 (\$150,000.00). 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 may choose to reduce their life insurance to one time their annual salary and receive a credit.

B. Accidental Death Insurance Effective July 1, 2001, the accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000.00) to the designated beneficiary of an employee whose death results from an accident on or off the job.

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

**17. SOCIAL SECURITY**

A. Effective January 1, 2008, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of seven and sixty-five hundredths percent (7.65%) of the first one hundred two thousand dollars (\$102,000.00), and one and forty-five hundredths percent (1.45%) of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

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

**18. MILITARY LEAVE**

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

**19. 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.

**20. UNIFORMS AND PHYSICAL CONDITIONING**

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

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

K9/ERT: 5 blue or black BDUs  
 Regional Processing Center – 5 Blue Utility Uniforms

Effective July 1, 2005, the County will provide a ballistic stab vest for each officer assigned to the Regional Processing Center, K-9, ERT, Reception and Transport offices. These vests may be purchased as necessary for new issue or replacement due to established standards (normal wear and or expiration pursuant to applicable Law Enforcement/ Industry standards).

B. Thereafter, employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, during Fiscal Year 2008, the County will provide one thousand two hundred fifty dollars (\$1,250.00) to each unit member for the procurement, care and upkeep of uniforms. For Fiscal Year 2009, the uniform allowance will be one thousand three hundred dollars (\$1,300.00). Unless otherwise noted, this allowance will be paid in July of each fiscal year and are not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions, or retirement or insurance benefits. Uniforms damaged in the line of duty will be replaced in accordance with Departmental policy.

C. Employees who are covered by this Salary Schedule will participate in the Department's physical conditioning program when it is made available, which should be in place by January 1, 1997, unless excused from participation for valid medical reasons. In order to defray employee expenses associated with the program, employees covered by the Agreement will receive a physical conditioning supplement of two hundred seventy-five dollars (\$275.00) in Fiscal Year 2004. For Fiscal Year 2005, the physical conditioning supplement will be increased twenty-five dollars (\$25.00) to three hundred dollars (\$300.00). Unless otherwise noted, this supplement will be paid in July of each fiscal year and is not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions or retirement or insurance benefits.

## **21. POLICY STATEMENT**

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