

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

**1997 Legislative Session**

Resolution No. CR-51-1997

Proposed by The Chairman (by request - County Executive)

Introduced by Council Member Bailey

Co-Sponsors

Date of Introduction September 2, 1997

**RESOLUTION**

A RESOLUTION concerning

Compensation and Benefits - Prince George's Correctional  
Officers' Association, Inc.

For the purpose of amending the Salary Plan of the County to reflect the terms of a labor agreement by and between Prince George's County and the Prince George's Correctional Officers' Association, Inc.

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

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

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that the Salary Schedule submitted and recommended by the County Executive on August 19, 1997, which is attached hereto and made a part hereof, setting forth the following modifications: no cost of living or merit increases during the period from July 1, 1996 through June 30, 1997; modifications in annual and sick leave accumulation and payment effective on January 5, 1997; pre-tax treatment (IRS Pickup) of employee contribution to Comprehensive/Supplemental Pension Plans; six-month deferral of promotional increases for Correctional Officer Corporals; increases in PGCOA Leave; prescription and optical plan contribution rate decrease for employees retiring after July 1,

1996; and, further, decreases in clothing allowance and holiday pay, for such employees, be and the same is hereby approved.

Adopted this 7th day of October, 1997.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:  
Dorothy F. Bailey  
Chair

ATTEST:

Joyce T. Sweeney  
Clerk of the Council

SALARY SCHEDULE D  
SCHEDULE OF PAY GRADES - PRINCE GEORGE'S CORRECTIONAL  
OFFICERS' ASSOCIATION, INC.  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JULY 1, 1996 - JUNE 30, 1997

## TABLE OF CONTENTS

I.	<u>Scheduled Pay Rates</u> .....	1
II.	<u>Merit Increase - Fiscal Year 1997</u> .....	3
III.	<u>Cost of Living Adjustment - Fiscal Year 1997</u> .....	3
IV.	<u>Most Favored Nations Clause</u> .....	3
V.	<u>Work Hours</u> .....	3
VI.	<u>Overtime Compensation</u> .....	4
VII.	<u>Shift Differential</u> .....	5
VIII.	<u>Court Time Compensation</u> .....	5
IX.	<u>Call Back Pay</u> .....	5
X.	<u>TEC Pay Supplement</u> .....	5
XI.	<u>Holiday Observance and Pay</u> .....	6
XII.	<u>Acting Pay</u> .....	7
XIII.	<u>Personnel Law</u> .....	7
XIV.	<u>Annual Leave</u> .....	7
XV.	<u>Sick Leave</u> .....	9
XVI.	<u>Sick and Annual Leave Disposition Upon Separation</u> .....	9
XVII.	<u>Disability Leave</u> .....	11
XVIII.	<u>Personal Leave</u> .....	11
XIX.	<u>Additional Leave Provision</u> .....	11
XX.	<u>PGCOA Leave</u> .....	11
XXI.	<u>Leave for Negotiations</u> .....	12
XXII.	<u>PGCOA Representation</u> .....	13
XXIII.	<u>Administration of Leave</u> .....	13
XXIV.	<u>Uniforms and Physical Conditioning</u> .....	13
XXV.	<u>Health Insurance Coverage</u> .....	14
XXVI.	<u>Life Insurance</u> .....	15
XXVII.	<u>Unemployment Insurance</u> .....	15
XXVIII.	<u>Retirement Contributions</u> .....	15
XXIX.	<u>Supplemental Retirement Benefit</u> .....	15
XXX.	<u>IRS Pickup Plan</u> .....	16
XXXI.	<u>Social Security</u> .....	16
XXXII.	<u>Worker's Compensation</u> .....	17
XXXIII.	<u>Incentive Awards</u> .....	17
XXXIV.	<u>Policy Statement</u> .....	17

I. Scheduled Pay Rates

SALARY SCHEDULE D  
 SCHEDULE OF PAY GRADES (D21 - D26)  
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.  
 PRINCE GEORGE'S COUNTY, MARYLAND  
 IN EFFECT JULY 1, 1996

<u>GRADE</u>			<u>MINIMUM</u>	<u>MAXIMUM</u>
D21	Correctional Officer	HOURLY	12.4168	21.1209
		BIWKLY	993.34	1,689.67
		ANNUAL	25,827	43,931
D22	Correctional Officer First Class	HOURLY	13.0373	22.1771
		BIWKLY	1,042.98	1,774.17
		ANNUAL	27,118	46,128
D23	Correctional Officer Corporal	HOURLY	13.6896	23.2868
		BIWKLY	1,095.17	1,862.94
		ANNUAL	28,474	48,437
D24		HOURLY	14.3735	24.4498
		BIWKLY	1,149.88	1,955.98
		ANNUAL	29,897	50,856
D25	Correctional Officer Sergeant	HOURLY	15.0922	25.6725
		BIWKLY	1,207.38	2,053.80
		ANNUAL	31,392	53,399
D26		HOURLY	15.8470	26.9564
		BIWKLY	1,267.76	2,156.51
		ANNUAL	32,962	56,069

The hourly rates are the rates which were in effect on July 1, 1995. For administrative purposes the hourly rates 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:

The MIN-MAX system in effect for all members of the bargaining unit on July 14, 1991 has been replaced by the following modified "MIN-MAX" system.

## A. In Effect on July 1, 1995:

## 1. The minimum pay rates are the same as those that were in effect on March 5, 1995:

1. Correctional Officer	D21	\$12.4168/hour
2. Correctional Officer First Class	D22	\$13.0373/hour
3. Correctional Officer Corporal	D23	\$13.6896/hour
4. Correctional Officer Sergeant	D25	\$15.0922/hour

## 2. The maximum pay rates are the same as those that were in effect on March 5, 1995:

1. Correctional Officer	D21	\$21.1209/hour
2. Correctional Officer First Class	D22	\$22.1771/hour
3. Correctional Officer Corporal	D23	\$23.2868/hour
4. Correctional Officer Sergeant	D25	\$25.6725/hour

## B. Merit Steps will have the value of three and one-half percent (3 1/2%).

## C. 1. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is one percent (1%) or less from the applicable maximum rate, the employee will have his salary rate adjusted to the applicable maximum rate.

## 2. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3 1/2%) from the applicable maximum rate, the employee, upon the satisfactory completion of one (1) additional year service, will have his salary rate adjusted to the applicable maximum rate.

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

## E. Correctional Officers First Class who would have been eligible to sit for promotional examinations in FY95 and who successfully complete the requirements to advance to the rank of Correctional Officer Corporal will be placed in that rank retroactive to May, 1995, but will defer the wage increase associated with the promotion until one year after the date of promotion. Upon that date, these officers will be placed at the proper pay grades and steps for the rank of Correctional Officer Corporal.

- F. Correctional Officers First Class who successfully complete the requirements to advance to the rank of Correctional Officer Corporal during FY96 were placed in that rank effective in May, 1996, but will defer the wage increase associated with the promotion until six months after the date of promotion. Upon that date, these officers will be placed at the proper pay grades and steps for the rank of Correctional Officer Corporal.

II. Merit Increase - Fiscal Year 1997

No employee covered by this Salary Schedule will receive a merit step (anniversary) increase during the period from July 1, 1996 through June 30, 1997.

III. Cost of Living Adjustment - Fiscal Year 1997

No employee covered by this Salary Schedule will receive a cost of living adjustment during the period from July 1, 1996 through June 30, 1997.

IV. Most Favored Nations Clause

If during Fiscal Year 1997, any County employee covered by a collective bargaining agreement receives (a) a merit increase, (b) a COLA or other similar increase in his/her base hourly rate of pay and/or (c) a reduction in the employee pension contribution rate, and/or (d) a reduction in health insurance contribution, then such merit increase, COLA increase or pension contribution reduction shall apply on the same date(s) to all employees covered by this salary schedule.

V. Work Hours

The work week is the seven (7) consecutive day period commencing with the first shift on Sunday and ending with the last shift on the following Saturday. The standard number of hours in a pay period shall be eighty (80) hours. Although employees covered by this Salary Schedule may not be scheduled to work exactly eighty (80) hours in a given pay period, the number of regularly scheduled hours of work in a pay period for employees covered by this Salary Schedule shall average eighty (80) hours a pay period during the course of the year. An employee shall not normally be scheduled to work more than five (5) consecutive days without a two (2) consecutive day break. Unless a schedule is proposed pursuant to paragraph below which would require employees covered by this Salary Schedule in the Bureau of Security (except specialty units) to work a schedule different from the current schedule, all members of unit two will continue to work a schedule of five (5) eight (8) hour days with two (2) consecutive days off, one which will be a Saturday or Sunday with the exception of two (2) unit two Officers who will be off during the week.

The scheduled work day shall be inclusive of mealtime. In accordance with current practice, the meal provided at no cost to the employees covered by this Salary Schedule shall not be

included as part of the wage paid to any employee.

The Department may require employees covered by this Salary Schedule assigned to the Bureau of Security to attend roll call fifteen (15) minutes prior to the commencement of the shift. For each day of attendance, employees will receive credit to their compensatory leave accounts at the rate of time and one-half or pay at straight-time at the option of the County. Employees will be permitted to schedule in advance at a mutually acceptable time one (1) day of compensatory or annual leave in conjunction with one of their scheduled two (2) day breaks during a regular six (6) week schedule period. An officer attending mandatory training and/or court appearance will not lose his/her shift differential.

The parties recognize that the County has the right to implement alternative shift plans, including rotating shifts, for employees covered by this Salary Schedule provided, however, that in the event management implements rotating shifts, changes in rotation will occur no more frequently than every eight (8) weeks. The County will provide the Association with at least twenty (20) working days notice before implementing a permanent change in shift plans including pilot programs. The parties may place the matter on the agenda of the Labor Management Committee for expedited discussions.

In determining shift assignments, the Department will take into account the shift preference of officers and, where officers express the same preference, attempt to resolve scheduling on the basis of seniority. The parties also understand and agree that, except as otherwise provided by the Agreement, decisions concerning shift assignments and scheduling rest solely with management and that these decisions are nonappealable through the grievance procedure.

#### VI. Overtime Compensation

Full-time employees covered by this Salary Schedule shall be compensated at one and one-half (1 1/2) times their base hourly rate of pay for all hours worked at the direction of the County in excess of their regularly scheduled work hours.

Overtime will be paid in 15 minute increments for each quarter hour in which the employee works more than 5 minutes with the exception of the quarter hour following shift changes, where the quarter hour will be paid if the employee works more than 10 minutes.

In addition, any employee who works overtime immediately before or immediately following his regular shift shall be compensated by an extra one-half (1/2) hour at the overtime rate for each increment of four overtime hours worked.

At the option of the employee and with the approval of the County, an employee may elect to receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked. For purposes of this provision and other compensatory leave provisions of this Salary Schedule, compensatory leave may be scheduled at mutually agreeable times but shall not be



forfeited if not used.

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

VII. Shift Differential

For the duration of this Salary Schedule, a shift differential of one dollar eighty-five cents (\$1.85) 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.

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.

VIII. Court Time Compensation

If, as a result of official actions taken during the normal course of employment with the Department, an employee covered by this Salary Schedule is required to appear in Court while off duty, the employee will be paid a minimum of three (3) hours pay at the overtime rate.

IX. Call Back Pay

An employee who is called back to work from off-duty by the County to perform operational duties and does in fact report during his/her off-duty hours shall be paid a minimum of three (3) hours at the applicable overtime rate of pay. This provision shall not apply to overtime situations, administrative hearings or disciplinary procedures. However, management will attempt to schedule such hearings and/or procedures during the duty hours of the employee or at a mutually agreeable time.

When an officer is required by the Department to appear as a witness on behalf of the Department at an administrative hearing or disciplinary proceeding, including a trial board, the Department, where feasible, will adjust the officer's work schedule to permit the officer to appear during scheduled work hours. Where that is not feasible, the officer will be compensated in compensatory leave at the time and one-half (1 1/2) rate for the time the officer is required by the Department to appear. When the Department requires an officer to attend an administrative hearing or disciplinary proceeding, including a trial board during off duty hours as a witness on behalf of the charged officer, the witness will receive compensatory leave at the straight time rate for the time he is required to attend the trial board.

X. TEC Pay Supplement

Effective July 1, 1989, all employees covered by this Salary Schedule and permanently

assigned to duties as canine officers will receive an annual TEC pay supplement in the amount of two hundred fifty dollars (\$250.00) for each fiscal year covered by this Salary Schedule. Effective July 1, 1994, all employees covered by this Salary Schedule and permanently assigned to ERT duties will receive an annual TEC supplement in the amount of two hundred fifty dollars (\$250.00). This sum will be paid in two (2) equal installments in July and December of each fiscal year covered by this Salary Schedule 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.

#### XI. Holiday Observance and Pay

County holidays listed in Section 16-219 of the Personnel Law shall be observed by employees covered by this Salary Schedule on the dates designated by the County Executive, except as follows:

1. The Friday after Thanksgiving (Employee Appreciation Day) will also be recognized and observed as a holiday for the employees covered by this Salary Schedule.
2. Employees covered by this Salary Schedule who are assigned to the Bureau of Security shall observe the following holidays on their traditional dates of observance listed below:

New Year's Day	January 1
Martin Luther King's Birthday	January 15
Washington's Birthday	February 22
Correctional Officer Memorial Day	1st Sunday in May
Independence Day	July 4
Columbus Day	October 12
Veterans Day	November 11
Christmas Day	December 25

For the duration of this Salary Schedule, when an employee's regularly scheduled day off coincides with the day of holiday observance, the employee shall receive another day off.

For the duration of this Salary Schedule, an employee required to work on the day of holiday observance which coincides with his/her regularly scheduled work day shall be paid for all hours actually worked on the holiday at the rate of one (1) time his/her base hourly rate of pay plus one-half (1/2) hour of annual leave in addition to his/her holiday pay. Any overtime hours worked on a holiday shall be paid at the applicable overtime rate.

For the duration of this Salary Schedule, 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 one (1) time his/her base hourly rate plus one-half (1/2) hour of annual leave. In addition, the employee shall receive another day off.

Correctional Officer Memorial Day will be recognized and observed as a holiday for the employees covered by this Salary Schedule. Notwithstanding the foregoing, an officer required to work on the day Correctional Officer Memorial Day is observed shall receive compensatory leave at the rate of one and one-half (1 1/2) times the hours actually worked on the holiday in addition to the officer's holiday pay. 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.

The parties further agree that holiday pay for FY98 shall be subject to negotiations between them.

## XII. Acting Pay

When an employee is assigned by management to work on a continuous basis in an acting capacity involving supervisory responsibility for a period of greater than five (5) consecutive working days, he/she shall be paid at a rate of pay which is equivalent to a two (2) step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, and shall continue to be paid at that rate until relieved.

When any Lieutenant or Sergeant in the Bureau of Security is absent from work, the Department will assign where feasible an officer of equal rank to that capacity. If that is not feasible, the Department will assign an officer of lower rank to work in that capacity. When an employee acts as a Sergeant or Lieutenant in the Bureau of Security for more than a total of ten (10) days in any two (2) consecutive pay periods, he/she shall be paid for all subsequent hours worked in such capacity at a rate of pay which is equivalent to a two (2) step increase or the minimum necessary to place the employee at the entry level of the supervisory level immediately above his/her rank. The officer shall receive acting pay for the hours worked in such a capacity until the officer has not been assigned to replace a Sergeant or Lieutenant for a period of five (5) consecutive working days.

## XIII. Personnel Law

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

## XIV. Annual Leave

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

Zero (0) through three (3) years of service	Four (4) hours per pay period.
Four (4) through fifteen (15) years of service	Six (6) hours per pay period with periodic adjustment to ensure that

each employee earns 20 days.

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

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

The Department will make reasonable efforts to permit at least six (6) employees from unit one and two (2) employees from unit two per shift to be off on annual leave at any one (1) time. During peak vacation periods, that is, from Memorial Day through Labor Day and the Monday before Thanksgiving through January 10, the Department will make reasonable efforts to permit at least eight (8) employees from unit one and two (2) employees from unit two per shift to be off on annual leave at any one (1) time.

In order to assist employees in planning their annual leave use, the Department will maintain and update a master schedule of approved leave for the next twelve (12) months. The Department will accept written requests for annual leave.

Submissions will be made between the first and the tenth day of the months of December, March, June, and September. Leave requests will be acted upon by the twentieth of the month.

An employee will not be entitled to use more than a total of eighty (80) hours of annual leave during any peak period.

The Department will make reasonable efforts to resolve pending annual leave requests on the basis of departmental seniority.

The parties also recognize and understand that the foregoing are guidelines to be followed in the approval of annual leave and that final decisions on annual leave rest solely with management. The parties also recognize that there may be times when approved annual leave may be canceled because of the operational needs of the Correctional Center.

An employee whose vacation approval is canceled will be reimbursed by the Employer for the costs of any reservations he/she made after the approval of his/her vacation request provided that the employee provides adequate proof of the occurrence of such costs and such costs are non-refundable from the reservation agent, hotel, airline, etc. because of no error or omission on the part of the employee. Anyone whose leave is canceled will be permitted to select a replacement leave period in the next twelve (12) months. This selection will not reduce the otherwise available leave slots.

The foregoing guidelines shall also govern the use and approval of compensatory leave.

Annual Leave accumulation and carryover

1. 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).

2. 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 Subsection A., above.

3. 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.

#### XV. Sick Leave

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

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

Sick leave may be accumulated from year to year.

Use of sick leave shall be governed by the Personnel Law and Administrative Procedure 284 with the following exceptions:

Requests for sick leave because of illness which incapacitates the employee must be made as far in advance as possible, but, under normal conditions, not later than one (1) hour before the scheduled starting time of the employee's work shift.

Documentation: The County may require proof of the reason for which sick leave was taken when the County has reasonable cause to believe that an employee may be abusing sick leave privileges.

An incentive program to reduce sick leave abuse will be referred to the Labor-Management Committee for study and to make recommendations on a program to the Director. Before a program is implemented, a secret ballot election for the employees covered by this Salary Schedule will be conducted in conjunction with the distribution of paychecks, and implementation will depend on an affirmative vote of the majority of those voting.

#### XVI. Sick and Annual Leave Disposition Upon Separation

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:

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);

2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;

3. 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:

A. 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 360 hours of accumulated annual leave, whichever is greater.

Any remaining amount would be applied toward retirement credit in the comprehensive plan even if the result is a benefit exceeding the maximum benefit allowed under the plan..

B. 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 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.

4. 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 January 1, 1997. 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 50% cashout of unused accumulated sick leave as of the end of the 1996 leave year.

5. 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.

6. 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.

7. 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.

#### XVII. 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 not 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.

#### XVIII. Personal Leave

Two (2) paid personal leave days per leave year 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.

#### XIX. Additional Leave Provision

When the County Executive closes the County offices for an entire day or any portion thereof, essential employees covered by the Salary Schedule will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, employees who work the 3:00 p.m. to 11:00 p.m. shift and the 11:00 p.m. to 7:00 a.m. shift shall be granted the same number of compensatory leave hours (not to exceed 8 hours per employee per 24 hour period) as were granted in administrative leave to non -essential County employees. The 7:00 a.m. to 3:00 p.m. shift shall be granted compensatory time, hour for hour, from the time of closing to 3:00 p.m. For purposes of this Section, County workday will be considered ended at 5:00 p.m.

If the employee is directed by the County to work any number of hours over and above the

employee's regular work shift during the aforementioned twenty-four (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the closing. Rather, the appropriate overtime rate, if any, shall apply to such hours.

Compensatory leave earned pursuant to this Section shall be used in accordance with the terms of the Salary Schedule and applicable rules and regulations.

#### XX. PGCOA Leave

Members of the Board of Directors of the PGCOA shall be granted administrative leave to attend Association Board Meetings. Also, members of the PGCOA shall be granted administrative leave to attend conventions and conferences (including state seminars). In order to receive administrative leave to attend Board meetings, conventions and conferences, the Association must request the leave a reasonable period of time before it is to be used (in the case of conventions and conferences not less than ten (10) days before the leave is to begin). Requests for administrative leave under this Section are subject to the approval of the Director, with the understanding that the Director's approval will not be unreasonably withheld. Administrative leave to attend conventions and conferences shall be limited to no more than four (4) members on any one occasion, and leave to attend Board meetings shall be granted to up to nine (9) Board members the second Wednesday of the month. Administrative leave will be granted to the Association and its members under this Section subject to the availability of hours in the PGCOA Leave Bank described below. If the meeting falls on the employees regular day off, the employee will be given hour for hour compensatory leave.

Where the PGCOA certifies (1) a list of employees covered by this Salary Schedule will automatically have annual leave, or County compensatory leave, deducted consistent with Section 13A-103(e) of the Labor Code (the County will deduct compensatory leave before using annual leave), and (2) the number of annual or compensatory leave hours to be transferred per employee will be four (4) hours semiannually (January and June), the County will accept that certification and will transfer up to a maximum of 1750 annual or compensatory leave hours per fiscal year to a PGCOA leave bank of administrative leave. For each annual leave hour transferred to the leave bank, the County will credit to the bank an additional hour of administrative leave up to a combined total of 3500 hours of administrative leave. Any hours remaining in the PGCOA leave bank at the end of the fiscal year shall be carried over for use in the next fiscal year.

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

#### XXI. Leave for Negotiations

Employees (not to exceed eight (8) in number - six (6) plus one (1) alternate for each unit) who, upon the request of PGCOA are excused from their regular assignment on the day of



negotiations to attend meetings with representatives of the County, shall suffer no loss of pay or leave. If the meeting falls on the employee's regular day off, the employee will be given hour for hour compensatory leave.

Members of the PGCOA negotiating team (not to exceed eight (8) members) may be granted up to forty-eight (48) hours of administrative leave each to prepare for negotiations. The Association must request the leave from the Director in a reasonable period of time before it is to be used, and the request is subject to the Director's approval, which will not be unreasonably withheld.

The Director may, after the Association's request, grant additional leave to members of the negotiating team from the PGCOA leave bank described in Section XIX, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

#### XXII. PGCOA Representation

The PGCOA President or, in his or her absence, a duly designated acting President shall not be assigned to duties for the Corrections Department but shall remain on the payroll of the Corrections Department for the purpose of performing full-time duties as PGCOA President. During this period, the President or, in his or her absence, a duly designated acting President or any other officer assigned to work at PGCOA shall continue to accumulate seniority and shall receive all benefits (for example, shift differential, if applicable) as if he/she were fully on duty with the Department. Further, the PGCOA President or any other officer assigned to work at PGCOA will maintain the qualifications required for officers of his/her rank, which shall include, but are not limited to, the fulfillment of in-service training requirements and weapons qualification.

If the PGCOA President or, in his or her absence, a duly designated acting President is absent from normal duties as PGCOA President or, in his or her absence, a duly designated acting President because of illness, vacation, or other reasons not related to his/her duties as President or, in his or her absence, a duly designated acting President, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.

If the PGCOA President or, in his or her absence, a duly designated acting President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the PGCOA Board may designate in writing to the County a PGCOA member who shall act as PGCOA President in his/her absence. The County agrees that upon receipt of the written designation by the PGCOA Board, received at least five (5) working days in advance of the date the leave is to begin (emergencies excepted), the County will place on administrative leave the PGCOA member so designated by the PGCOA Board in lieu of the President for each day that leave is announced.

#### XXIII. Administration of Leave

Except as provided otherwise in this Salary Schedule and the Agreement, the provisions

governing the administration of employee leave are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

#### XXIV. Uniforms and Physical Conditioning

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 pair dress pants	5 pair summer pants
1 belt	1 lightweight jacket
1 jacket with lining	1 raincoat
1 dress blouse	1 dress hat and hat badge
2 glove pouches	1 necktie
1 winter hat	1 pair handcuffs
1 tie clasp	1 radio holder
1 handcuff holder	2 name tags
1 badge	1 scan pen

For K9/ERT: 3 BDUs

Thereafter, employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, for the duration of this Salary Schedule, the County will provide nine hundred dollars (\$900.00) to each unit member for the procurement, care and upkeep of uniforms. The parties further agree that uniform allowance for FY98 shall be subject to negotiations between them. These respective sums will be paid in two (2) equal installments in July and December of each fiscal year noted above 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.

The parties also agree that 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 this Salary Schedule will receive a physical conditioning supplement of one hundred seventy-five dollars (\$175.00) per fiscal year in FY97. This supplement will be paid in two equal installments in July and December of each fiscal year noted above, 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.

#### XXV. Health Insurance Coverage

1. The County shall contribute seventy-five percent (75%) to the cost of the County's health insurance program (CountyCare Choice) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).
2. For those employees who elect to enroll in a prepaid group health plan or Health Maintenance Organization (HMO), their contribution shall be twenty percent (20%).
3. The County shall contribute ninety percent (90%) to the County deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).
4. The County shall contribute ninety percent (90%) to the County deductible prescription and optical care programs for any employee who retires on or after July 1, 1996 and who participates in either program. The participating retiree shall contribute the remaining ten percent (10%).
5. A Dental Plan is available for all employees for which the employee pays the entire cost.

#### XXVI. Life Insurance

The County shall pay one hundred percent (100%) of the monthly premium for the County life insurance as authorized and in accordance with Section 16-212 of the Personnel Law. The County shall pay a death benefit of \$5000 upon the death of any County employee whose death results from an accidental personal injury arising out of and in the course of his/her employment.

#### XXVII. 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.

#### XXVIII. Retirement Contributions

1. Employees paid in accordance with this Salary Schedule and who are enrolled in the Maryland State Retirement System shall pay retirement contributions at the rate of seven percent (7%) or five percent (5%) of base annual salary, depending on the plan option selected.
2. Current participants in the Maryland State Retirement System may transfer to the Employees' Pension System, which is non-contributory up to the Social Security Wage Base.
3. All classified employees hired on or after January 1, 1980, must enroll in the Employees' Pension System.

4. 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.

#### XXIX. Supplemental Retirement Contributions

A. Effective July 1, 1996, certain employees covered by this Salary Schedule elected to continue to participate in a supplemental retirement benefit program, jointly funded through County and employee contributions. The cost of funding the supplemental retirement benefit is shared by the employee and the County through regular contributions each pay period. Pursuant to the collective bargaining agreement between the County and the Prince George's Correctional Officers' Association (PGCOA), an employee hired before July 1, 1995 contributes, through payroll deduction, 2.62% of his/her annual salary; employees hired on or after July 1, 1995, 3.62%. The employer contributes the remainder of the cost to fund this program.

B. 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.

#### Comprehensive Correctional Officer Pension Plan

Effective July 1, 1996, certain employees hired before July 1, 1995 covered by this Salary Schedule elected to commence participation in the Comprehensive Correctional Officer Pension Plan (the Plan) established by amending the Supplemental Retirement Benefit Plan in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan and, pursuant to the collective bargaining agreement between the County and the PGCOA, contribute through payroll deduction 5.88% of their annual salary. Employees hired on or after July 1, 1995, contribute 6.88% of their annual salary. The employer contributes the remainder of the cost to fund this program.

#### XXX. 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 Section 4 (Funding) and Section 8,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;

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 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.

#### XXXI. Social Security

Effective January 1, 1996, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 7.65% of the first \$62,700, and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

#### XXXII. Worker's Compensation

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

#### XXXIII. 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.

#### XXXIV. 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 other 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.