

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2020 Legislative Session**

Resolution No. CR-108-2020  
 Proposed by The Council Chair (by request – County Executive)  
 Introduced by Council Members Turner, Anderson-Walker, Davis, Dernoga, Franklin,  
Glaros, Harrison, Hawkins, Ivey, Streeter and Taveras  
 Date of Introduction November 10, 2020

**RESOLUTION**

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 Prince George's Correctional Officers' Association, Inc. (Correctional Officers)

4 Salary Schedule D

5 For the purpose of amending the Salary Plan of the County to reflect the terms of recent  
 6 agreements between Prince George's County, Maryland and the Prince George's Correctional  
 7 Officers' Association, Inc. (Correctional Officers), to provide a hazard pay stipend for the period  
 8 of August 1 through September 26, 2020, and to provide a modified benefit in the maximum  
 9 accumulation of annual leave to be carried over from leave year 2020 into leave year 2021.

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

13 WHEREAS, the global pandemic Coronavirus ("COVID-19") continues to pose an  
 14 imminent risk to the health, safety and welfare of Prince George's County residents; and

15 WHEREAS, emergency declarations issued at the federal, State and County level remain in  
 16 effect; and

17 WHEREAS, COVID-19 continues to present economic and personnel challenges for the  
 18 County; and

19 WHEREAS, the many restrictions resulting from the COVID-19 pandemic, which included  
 20 a "Stay at Home" order for a period of time, prohibited many employees from being able to use  
 21 their accrued annual leave this year as they normally would; and

22 WHEREAS, the County Executive has recommended that the Salary Plan be amended to

1 reflect the addition of COVID-19 Hazard Pay and provide a modified benefit in the maximum  
2 accumulation of annual leave to be carried over from leave year 2020 into leave year 2021 for  
3 employees covered by Salary Schedule D.

4 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's  
5 County, Maryland, that Salary Schedule D submitted and recommended by the County Executive  
6 on November 3, 2020, which is attached hereto and made a part here of, setting forth the  
7 following modifications: hazard pay for the period of August 1, 2020 through September 26,  
8 2020, and a temporary increase in the maximum accumulation of annual leave to be carried over  
9 from leave year 2020 into leave year 2021 from 360 hours to 440 hours, be and the same is  
10 hereby approved.

11 BE IT FURTHER RESOLVED that this Resolution shall take effect on the day it is  
12 adopted and that, unless stated otherwise in a specific provision of the Salary Schedule, shall be  
13 retroactively effective to August 1, 2020.

Adopted this 17th day of November, 2020.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Todd M. Turner  
Council Chair

ATTEST:

\_\_\_\_\_  
Donna J. Brown  
Clerk of the Council

**SALARY SCHEDULE D**

**SCHEDULE OF PAY GRADES**

**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**

**PRINCE GEORGE'S COUNTY, MARYLAND**

**EFFECTIVE JUNE 29, 2020 - JUNE 30, 2021**

# TABLE OF CONTENTS

	<u>PAGE</u>
1. SCHEDULED SALARY RATES .....	3
2. MIN-MAX SYSTEM .....	6
3. MERIT INCREASES .....	9
4. COST OF LIVING ADJUSTMENTS.....	9
4.1 COVID-19 HAZARD PAY.....	9
5. WORK HOURS .....	9
6. OVERTIME COMPENSATION .....	11
7. SHIFT DIFFERENTIAL .....	11
8. COURT TIME COMPENSATION.....	11
9. CALL BACK PAY.....	12
10. TEC PAY SUPPLEMENT .....	12
11. TRAINING COMPENSATION .....	12
12. HOLIDAY OBSERVANCE AND PAY .....	13
13. ACTING PAY .....	14
14. PERSONNEL LAW.....	14
15. ANNUAL LEAVE.....	14
16. SICK LEAVE .....	16
17. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION.....	17
18. BEREAVEMENT LEAVE.....	18
19. DISABILITY LEAVE .....	18
20. PERSONAL LEAVE .....	19
21. ADDITIONAL LEAVE PROVISION .....	19
22. PGCOA LEAVE .....	19
23. LEAVE FOR NEGOTIATIONS .....	20
24. PGCOA REPRESENTATION .....	20
25. ADMINISTRATION OF LEAVE .....	21
26. UNIFORMS AND PHYSICAL CONDITIONING .....	21
27. HEALTH AND LIFE INSURANCE COVERAGE.....	23
28. UNEMPLOYMENT INSURANCE.....	25
29. RETIREMENT CONTRIBUTIONS .....	25
30. SUPPLEMENTAL RETIREMENT CONTRIBUTIONS .....	25
31. COMPREHENSIVE RETIREMENT BENEFIT .....	29
32. SOCIAL SECURITY.....	36
33. MILITARY LEAVE .....	36
34. WORKERS' COMPENSATION.....	36
35. INCENTIVE AWARDS .....	36
36. POLICY STATEMENT .....	36

**1. SCHEDULED SALARY RATES**

**SALARY SCHEDULE D  
SCHEDULE OF PAY GRADES (D21 – D27)  
PRINCE GEORGE’S COUNTY, MARYLAND  
EFFECTIVE JULY 1, 2018**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
D21 (Correctional Officer)		
HOURLY	20.1283	39.0708
BIWEEKLY	1610.26	3125.66
ANNUAL	41,867	81,267
D22 (Correctional Officer First Class)		
HOURLY	21.1207	41.0086
BIWEEKLY	1689.65	3280.69
ANNUAL	43,931	85,298
D23 (Correctional Officer Corporal)		
HOURLY	22.1637	43.0451
BIWEEKLY	1773.10	3443.61
ANNUAL	46,101	89,534
D24 (Master Corporal)		
HOURLY	23.2575	45.1791
BIWEEKLY	1860.60	3614.33
ANNUAL	48,376	93,973
D25 (Correctional Officer Sergeant)		
HOURLY	24.4068	47.4234
BIWEEKLY	1952.54	3793.87
ANNUAL	50,766	98,641
D26 (Master Sergeant)		
HOURLY	25.6136	49.7792
BIWEEKLY	2049.09	3982.33
ANNUAL	53,276	103,541
D27 (Correctional Officer Lieutenant)		
HOURLY	26.8811	52.2525
BIWEEKLY	2150.49	4180.20
ANNUAL	55,913	108,685

The minimum hourly rates are the October 1, 2017 minimum rates. The maximum hourly rates are the October 1, 2017 maximum rates multiplied by 1.035%. 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.

**SALARY SCHEDULE D**  
**SCHEDULE OF PAY GRADES (D21 – D27)**  
**PRINCE GEORGE’S COUNTY, MARYLAND**  
**EFFECTIVE JANUARY 6, 2019**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
D21 (Correctional Officer)		
HOURLY	20.5308	39.8522
BIWEEKLY	1642.47	3188.18
ANNUAL	42,704	82,893
D22 (Correctional Officer First Class)		
HOURLY	21.5431	41.8288
BIWEEKLY	1723.45	3346.31
ANNUAL	44,810	87,004
D23 (Correctional Officer Corporal)		
HOURLY	22.6070	43.9060
BIWEEKLY	1808.56	3512.48
ANNUAL	47,023	91,325
D24 (Master Corporal)		
HOURLY	23.7227	46.0827
BIWEEKLY	1897.81	3686.62
ANNUAL	49,343	95,852
D25 (Correctional Officer Sergeant)		
HOURLY	24.8949	48.3718
BIWEEKLY	1991.59	3869.75
ANNUAL	51,781	100,613
D26 (Master Sergeant)		
HOURLY	26.1259	50.7747
BIWEEKLY	2090.07	4061.98
ANNUAL	54,342	105,611
D27 (Correctional Officer Lieutenant)		
HOURLY	27.4188	53.2975
BIWEEKLY	2193.50	4263.80
ANNUAL	57,031	110,859

The minimum and maximum hourly rates are the July 1, 2018 rates multiplied by 1.02%. 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.

**SALARY SCHEDULE D**  
**SCHEDULE OF PAY GRADES (D21 – D27)**  
**PRINCE GEORGE’S COUNTY, MARYLAND**  
**EFFECTIVE JANUARY 5, 2020**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
D21 (Correctional Officer)		
HOURLY	20.9414	40.6493
BIWEEKLY	1675.32	3251.94
ANNUAL	43,558	84,550
D22 (Correctional Officer First Class)		
HOURLY	21.9739	42.6654
BIWEEKLY	1757.92	3413.23
ANNUAL	45,706	88,744
D23 (Correctional Officer Corporal)		
HOURLY	23.0592	44.7841
BIWEEKLY	1844.73	3582.73
ANNUAL	47,963	93,151
D24 (Master Corporal)		
HOURLY	24.1971	47.0044
BIWEEKLY	1935.77	3760.35
ANNUAL	50,330	97,769
D25 (Correctional Officer Sergeant)		
HOURLY	25.3928	49.3393
BIWEEKLY	2031.42	3947.14
ANNUAL	52,817	102,626
D26 (Master Sergeant)		
HOURLY	26.6484	51.7902
BIWEEKLY	2131.87	4143.22
ANNUAL	55,429	107,724
D27 (Correctional Officer Lieutenant)		
HOURLY	27.9671	54.3635
BIWEEKLY	2237.37	4349.08
ANNUAL	58,172	113,076

The minimum and maximum hourly rates are the January 6, 2019 rates multiplied by 1.02 %. 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.

## 2. MIN-MAX SYSTEM

A. The MIN-MAX system in effect for all members of the bargaining unit on June 30, 2003 has been replaced by the following modified "MIN-MAX" system on July 1, 2003.

1. Base Pay Rates. The base pay rates for the ranks of Correctional Officer (D21), Correctional Officer First Class (D22), Correctional Officer Corporal (D23), Correctional Officer Sergeant (D25) and Correctional Officer Lieutenant (D27) are set forth in the Scheduled Pay Rates effective on the first full pay period beginning on or after July 1, 2007.

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 FY09 (i.e., July 1, 2008 through June 30, 2009).

The minimum and maximum rates will be increased in accordance with the cost of living adjustment for Fiscal Year 2018 set forth in Section 4 of this Salary Schedule. Effective July 1, 2017, the maximum rates will be increased by an additional three and one-half percent (3 ½%).

The minimum and maximum rates will be increased in accordance with the COLAs for Fiscal Years 2019 and 2020, as set forth in Section A of this Article (Article 22 - Wages). In addition, effective July 1, 2018, the maximum rates will be increased by three and one-half percent (3 ½%).

2. Merit Increases. Effective July 1, 2005, Merit Steps will have the value of three and one-half percent (3.5%).

a. If, upon the granting of a three and one-half percent (3.5%) merit increase, an employee's salary rate is one percent (1%) or less from the applicable maximum rate, the employee will have his/her salary rate adjusted to the applicable maximum rate.

b. If, upon the granting of a three and one-half percent (3.5%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three percent (3%) from the applicable maximum rate, the employee, upon the satisfactory completion of one (1) additional year service, will have his/her salary rate adjusted to the applicable maximum rate.

3. 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.

4. Anniversary Dates. Employees covered by this Agreement and 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.



## B. CORRECTIONAL OFFICER PROMOTION PROCESS

The Program covers promotions to the rank of Corporal. The current rank designations are Correctional Officer Private, Correctional Officer Private First Class and Corporal.

1. (a) Except as provided in subparagraph (c) below, Correctional Officers Privates hired on or after July 1, 2001, will have a twelve (12) month probationary period from the date of graduation from the academy with test against standard to advance to Correctional Officer Private First Class (not dual allocation).

(b) Correctional Officers Privates hired on or after July 1, 2013, will have an eighteen (18) month probationary period from the date of graduation from the academy to advance to Correctional Officer Private First Class (dual allocation). A Correctional Officer Private must have at least a satisfactory performance evaluation at the end of their probationary period in order to advance to Correctional Officer Private First Class.

(c) Correctional Officer Privates who meet each of the following three (3) criteria:

1. were hired before July 1, 2013,
2. have completed their probation period and their most recent performance evaluation is at least an overall satisfactory, and
3. who have not been promoted to Correctional Officer Private First Class before November 1, 2013,

will be advanced to Correctional Officer Private First Class the earlier of (1) November 2013, or (2) when the Correctional Officer Private obtains twelve months of service from the date of graduation from the academy, whichever is applicable.

2. Promotion to the rank of Corporal under the Program is based on a candidate's successful completion of a set standard consisting of the performance evaluation and the written examination described in paragraphs 4, 5, and 6, herein.

3. The minimum time-in-grade requirement for eligibility to become a candidate for promotion to Corporal under the Program is twenty-four (24) months as a Correctional Officer Private First Class.

4. A performance evaluation is the first component determining eligibility for promotion under the Program. Correctional Officers who have met the necessary time-in-grade requirement and who have elected to become candidates for promotion shall be rated by the department as "Promotable" or "Nonpromotable." A rating of "Promotable" shall qualify a Correctional Officer Private First Class to take the written promotional examination for the rank of Corporal. A rating of "Nonpromotable" shall render a Correctional Officer Private First Class ineligible to take the promotional examination and for promotion during the promotional cycle involved.

5. A written examination is the second component determining eligibility under the Program. Effective July 1, 2013, examinations under the Program for the rank of Corporal will

be administered in April of each year. An employee must have at least twenty-four (24) months' time in grade as a Correctional Officer Private First Class to be promoted to Corporal. However, an employee may test for the Corporal exam during the same calendar year in which the employee will reach twenty-four (24) months' time in grade. The employee will not be promoted until they actually reach twenty-four months (24) time in grade as a Correctional Officer Private First Class and otherwise continue to be eligible for promotion. The written examination scores of Correctional Officers seeking promotion under the Program shall be placed in one of two categories: "Pass" consisting of all examinations with a score equal to or greater than seventy percent (70%), and "Fail" consisting of all examinations with a score less than seventy percent (70%).

6. Candidates who have received an evaluation of "Promotable" and who have achieved a written examination score of seventy percent (70%) or better shall be deemed "qualified" for promotion and will be promoted within thirty (30) days after successfully completing all aspects of the process.

7. Nothing contained in the Program is intended to modify the relationship between the disciplinary process and the promotion process. A candidate who is qualified for promotion under paragraphs 1-6, above, and who is under an investigation which could lead to a disciplinary action shall have his or her promotion held in abeyance pending the final outcome of the disciplinary process. If the Correctional Officer involved is still deemed qualified for promotion after the disciplinary process is completed, the Correctional Officer will be promoted retroactive to the appropriate effective date stated in paragraph 6, above.

8. The parties specifically understand and agree that the willingness of the County to discuss the promotional issues reflected in this Memorandum of Understanding with the PGCOA during bargaining, to include the resolution of those discussions by reference in the Settlement Agreement to which this Memorandum of Understanding is attached, and to enter into this Memorandum of Understanding regarding a Master Correctional Officer Program does not waive or otherwise compromise the County's position that promotional matters constitute non-mandatory subjects of bargaining.

#### C. TIME IN GRADE REQUIREMENTS FOR PROMOTION TO SERGEANT AND LIEUTENANT

In addition to any other requirements of the promotional process:

1. Employees must be the rank of Corporal for three (3) years before being eligible to take the Sergeant's Exam.

2. Employees must be the rank of Sergeant for three (3) years before being eligible to take the Lieutenant's exam.

#### D. MASTER CORPORAL AND MASTER SERGEANT

1. The job titles of Master Corporal and Master Sergeant: In order to be eligible to receive the designation of Master Corporal or Master Sergeant, the employee must have ten (10)

years in grade with a satisfactory performance evaluation of 2.0 or more and with the approval of the Director. This designation shall not be unreasonably withheld; and, if this designation is withheld, a written justification will be provided.

2. Effective June 30, 2001, Master Corporals and Master Sergeants will receive a two percent (2%) increase in their base pay rate.

3. Effective July 1, 2005, a Corporal or Sergeant who becomes a Master Corporal or Master Sergeant, as described above, will receive a two percent (2%) increase in their base rate of pay and move to Grade D-24 (Master Corporal) or Grade D-26 (Master Sergeant) as applicable. Current Master Corporals and Master Sergeants will also be moved on said date to Grade D-24 or Grade D-26 as applicable.

#### **E. LIEUTENANTS**

1. Effective July 1, 2001, any member of Unit Three (Correctional Officer Lieutenant) will receive a two percent (2%) increase to base pay upon completion of their tenth (10th) year in grade.

### **3. MERIT INCREASES**

To be determined once negotiations are completed.

### **4. COST OF LIVING ADJUSTMENTS**

To be determined once negotiations are completed.

#### **4.1 COVID-19 HAZARD PAY**

Employees that work from August 1, 2020 through September 26, 2020, will be entitled to receive \$350 per pay period of COVID-19 Hazard Pay. For an employee to receive the \$350 COVID-19 Hazard Pay, an employee must work 75% of their scheduled hours. If an employee works less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. Telework hours do not qualify for this provision.

### **5. WORK HOURS**

- A. 1. The workweek 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 Agreement 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 Agreement 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 C of this Article which would require employees covered by this Agreement in the Bureau of Security (except specialty units) to work a schedule different from the current schedule, all members of Unit Three will continue to work a schedule of five (5) eight (8) hour days with two (2) consecutive days off, at least one of which will be a Saturday or Sunday. A review of shift assignments will be conducted for members of Unit Three at least yearly in accordance with Article 10 during the yearly bid process.

2. Unless a schedule is proposed pursuant to paragraph C of this Salary Schedule which would require employees covered by this Agreement in the Bureau of Security (except specialty units) to work a schedule different from the current schedule, all members of Unit Two will work a schedule of five (5) eight (8) hour days with two (2) consecutive days off.

B. The scheduled workday shall be inclusive of mealtime. In accordance with current practice, the meal provided at no cost to the employees covered by this Agreement shall not be included as a part of the wage paid to any employee. Effective July 1, 2018 employees at the Regional Processing Center including the Regional Sergeants and the outside detail officers shall receive a four hundred and fifty dollar (\$450.00) allowance per year for meal per diem. Effective July 1, 2019 the meal per diem per year will be increased to five hundred dollars (\$500.00). This allowance will be paid with the annual uniform allowance. Unless otherwise noted, this sum 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.

C. The Department may require employees covered by this Salary Schedule assigned to the Bureau of Security to attend roll call fifteen (15) minutes and Units Two and Three may be required to report thirty (30) minutes prior to the commencement of their 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.

D. 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.

E. 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 in accordance with paragraph C. of Article 10 (Seniority) of the Agreement. The parties also understand and agree that, except as otherwise provided by this Salary Schedule, decisions concerning shift assignments and scheduling rest solely with Management and that

these decisions are nonappealable through the grievance procedure.

F. A major bid for members of Unit One and Unit Two will be conducted yearly. A mini bid will be conducted yearly as needed for posts vacated due to attrition or reassignment.

## **6. OVERTIME COMPENSATION**

A. 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. For purposes of this section, hours worked shall include any paid leave hours during a pay period.

B. Overtime will be paid in fifteen (15) minute increments for each quarter hour in which the employee works more than five (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 ten (10) minutes.

C. 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 (4) overtime hours worked.

D. 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.

E. There shall be no pyramiding of overtime or other premium rates (i.e. shift differential); that is, only one overtime or premium rate will be paid for the same hours worked.

## **7. SHIFT DIFFERENTIAL**

A. Effective the first full pay period beginning January 2019, a shift differential of two dollars and seventy-five cents (\$2.75) 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.

B. 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.

## **8. 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.

## **9. CALL BACK PAY**

A. 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 or five (5) hours of compensatory time, at the employee's discretion. 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.

B. 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.

## **10. TEC PAY SUPPLEMENT**

Beginning the first full pay period of July 2017, employees covered by this Salary Schedule and permanently assigned to duties as canine officers, Fire Arms Instructors, regional processing officers, Honor Guard, CISM team members and permanently assigned transport officers will receive an annual TEC supplement in the amount of six hundred dollars (\$600.00). Eligible employees may not receive a TEC supplement greater than six hundred dollars (\$600.00) pursuant to this provision except as noted below. For example, Fire Arms Instructors who are also assigned to Honor Guard will be limited to a TEC annual supplement of six hundred dollars (\$600.00). Effective the first full pay period in July 2018, officers permanently assigned to ERT will receive one thousand one hundred dollars (\$1,100.00) annually. Effective the first full pay period in July 2019, officers permanently assigned to ERT will receive one thousand two hundred dollars (\$1,200.00) annually.

Beginning in Fiscal Year 2019, all TEC pay will be paid bi-weekly in twenty-six (26) equal installments 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.

Employees permanently assigned to bilingual (translation) duties will be eligible to receive eight hundred dollars (\$800.00) per year upon passing a language proficiency examination administered by the Foreign Service Institute (State Department). Beginning in Fiscal Year 2019, this sum will be paid bi-weekly in twenty-six (26) equal installments, 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.

## **11. TRAINING COMPENSATION**

A. Employees covered by this Agreement who are assigned as Field Training Officers will receive forty (40) hours of compensatory time per academy class. In addition, a minimum of three (3) FTO Sergeants and one (1) FTO Lieutenant per shift will receive forty (40) hours of compensatory time per academy class.

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

C. Regional Processing Field Training Officers will receive forty (40) hours of compensatory time per each newly assigned trainee, not to exceed eighty (80) hours of compensatory time in a calendar year.

## **12. HOLIDAY OBSERVANCE AND PAY**

A. 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 Jr.'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

B. When an employee's regularly scheduled day off coincides with the day of holiday observance, the employee shall receive compensatory leave, hour for hour.

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

D. 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.

E. For officers who work on Correctional Officer Memorial Day, the officer may elect to receive one and one-half (1 1/2) times the officer's base rate of pay plus one-half (1/2) of the number of hours in the officer's 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.

### **13. ACTING PAY**

A. When an employee is assigned by Management to work on a continuous basis in an acting capacity involving supervisory responsibility above their rank for a period of greater than four (4) consecutive working days, he/she shall be paid at ten percent (10%) above the employee's current salary or the minimum necessary to place the employee at the entry level rate immediately above his/her rank, whichever is greater, and shall continue to be paid at that rate until relieved.

B. When any Sergeant, Lieutenant or Captain 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, Lieutenant or Captain in the Bureau of Security for more than a total of eight (8) 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, Lieutenant or Captain for a period of four (4) consecutive working days.

### **14. 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.

### **15. ANNUAL LEAVE**

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

- |   |   |
|---|---|
| 1. Zero (0) through three (3) years of service    | Four (4) hours per pay period   |
| 2. 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 |
| 3. After fifteen (15) years of service and above  | Eight (8) hours per pay period  |

B. Employees who work on a year-round part-time basis for forty (40) or more hours per pay



period shall earn annual leave in proportion to the hours worked during each pay period.

C. The Department will make reasonable efforts to permit at least seven (7) 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 seven (7) days prior to Memorial Day through seven (7) days after Labor Day and seven (7) days prior to Thanksgiving through January 15, the Department will make reasonable efforts to permit at least ten (10) employees from unit one and two (2) employees from unit two per shift to be off on annual leave at any one (1) time. Unit Two employees (Sergeants) will be allowed one additional person off on annual leave, that is for a total of three (3), on Tuesdays, Wednesdays, and Thursdays during peak and non-peak periods.

Notwithstanding the above, the Department and PGCOA agree that the Department will make reasonable efforts to permit five (5) persons from Unit Two to be off on annual leave per shift during peak vacation periods. The Department will also make reasonable efforts to permit four (4) persons from Unit Two to be off on annual leave per shift during non-peak periods.

D. 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 six (6) months. The Department will accept written requests for annual leave.

E. Submissions will be made between the first (1st) and the tenth (10th) day of the months of December, March, June, and September. Leave requests will be acted upon by the twentieth (20th) of the month. The June leave submission period will be extended to January 15th.

F. An employee will not be entitled, based on seniority, to use more than a total of one hundred twenty (120) hours of annual leave during both peak periods combined, with no more than eighty (80) during any one leave period. Additional leave will be granted after the leave window submission period based on a seniority, first-come, first-served basis.

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

H. 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.

I. 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.

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

K. 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).

a. Notwithstanding the provisions of Article 35, Section 35 I. 1 of the Parties' Collective Bargaining Agreement, a maximum of 440 hours of accumulated annual leave may be carried over from leave year 2020 into leave year 2021. Unless amended by future legislation, the maximum amount of annual leave that may be carried over from leave year 2021 into leave year 2022 shall revert back to 360 hours. This modified benefit shall sunset automatically upon its implementation.

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 1., 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. 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.

## 16. SICK LEAVE

A. All full-time employees earn four and one-half (4.5) 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.

B. 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.

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

D. 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 two (2) hours before the scheduled starting time of the employee's work shift.

E. 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. For the purposes of this Salary Schedule, reasonable cause shall be defined as:

- a. The employee is under a sick leave letter;
- b. An established, documented pattern that shows leave abuse is apparent, that is, habitual sick leave absences on the employee's Mondays, Fridays, or immediately before or after the employee is scheduled for approved leave, and/or the days immediately before and/or after the holidays; or
- c. When credible information is obtained or developed by the on-duty supervisor that the employee is misusing or abusing sick leave, for example, a situation where sick leave is utilized on a day when annual leave or compensatory time was requested and denied with reason; employee calls in sick and supervisor contact is negative, for the duration of the employee's shift.

F. Employees covered by this Salary Schedule are entitled to FMLA as provided in the Prince George's County Personnel Law.

## **17. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION**

A. 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 three hundred sixty (360) hours of accumulated annual leave, whichever is greater.
  - b. Any remaining amount would be applied toward retirement credit in the comprehensive plan up to 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 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.

C. 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.

D. 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.

E. 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 C above.

F. 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.

G. 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.

## **18. 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, step-child, or legal ward), parent, parent-in-law, grandparent, grandchild, brother or sister.

## **19. 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.

## **20. 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.

## **21. ADDITIONAL LEAVE PROVISION**

A. 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 eight (8) hours per employee per twenty-four (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, the County workday will be considered ended at 5:00 p.m.

B. 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.

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

D. Compensatory leave earned pursuant to this Section shall be used in accordance with the terms of the Salary Schedule and applicable rules and regulations. If the County declares a State of Emergency on the weekend, then employees covered by this resolution will receive hour for hour compensatory time for each hour worked.

## **22. PGCOA LEAVE**

A. Members of the Board of Directors of PGCOA shall be granted administrative leave to attend Association Board Meetings. Also, members of 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 employee's regular day off, the employee will be given hour for hour compensatory leave.

B. Where 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 eight (8) hours annually (January), the County will accept that certification and will transfer up to a maximum of one thousand seven hundred fifty (1,750) 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 three thousand five hundred (3,500) 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.

C. 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/her approval (and such approval shall not be unreasonably withheld).

### **23. LEAVE FOR NEGOTIATIONS**

A. 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 and/or to prepare for negotiations, 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.

B. Members of 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.

C. 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 19, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

### **24. PGCOA REPRESENTATION**

A. The PGCOA President and one additional member 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 for the Association. During this period, the President and one additional member, 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 and one additional member 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.

B. If the PGCOA President and the one additional member are absent from performing duties for the Association, because of illness, vacation, or other reasons not related to their duties for the Association, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.

C. If either the PGCOA President or the one additional member is absent from normal duties on approved leave (for reasons not related to their duties for the Association) for a period of more than five (5) working days, the PGCOA Board may designate in writing to the County a PGCOA member who shall act as designee for the PGCOA President or additional member 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 or additional member for each day that leave is announced.

## **25. 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.

## **26. UNIFORMS AND PHYSICAL CONDITIONING**

A. In order to foster the professional image of Prince George's County Correctional Officers, employees covered by this Agreement shall report for duty in uniforms that 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
6	Pair uniform pants
1	Belt
1	Jacket with lining
1	Winter hat
1	Necktie
1	Tie clasp
1	Pair handcuffs
1	Handcuff holder
1	Radio holder
2	Badges

- 2 Name tags
- 1 Dress blouse
- 1 Glove pouches
- 1 Dress hat and hat badge

For K9/ERT:

- 5 BDUs
- 1 Disposable CPR Mask

For Regional Processing:

- 5 Blue Utility Uniforms

Disposable CPR Masks will be placed in each first-aid kit and each regional processing site.

Effective September 1, 2011, all non-weapons post officers will be provided a stab vest. The County will provide a ballistic stab vest for each officer assigned to the Regional Processing Center, K-9, ERT, Reception and Transport officers. 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). All officers will be required to wear the issued vest while on duty.

B. Employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, during Fiscal Year 2019, the County will provide one thousand three hundred fifty dollars (\$1,350.00) to be paid in two equal payments (one in July and one in January) to each unit member for the procurement, care and upkeep of the uniforms. For Fiscal Year 2020, the uniform allowance will be one thousand four hundred dollars (\$1,400.00) to be paid in two equal payments (one in July and one in January). Unless otherwise noted, this allowance 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. Uniforms damaged in the line of duty will be replaced in accordance with Departmental policy.

C. Following enactment of the contract, the Labor-Management Committee, provided for in Article 34 of the Agreement, will set as an agenda item the development of a proposed Departmental Policy on Physical Fitness for uniformed Correctional Officers. The policy shall include, but not be limited to, the following:

1. The standards of physical fitness and performance which all Prince George's County Correctional Officers may be required to meet.
2. The frequency that officers may be required to demonstrate their ability to meet those standards.
3. Reasonable program(s) to be made available to officers to regain and/or maintain their



physical fitness at or above the prescribed level.

4. A system of rewards and incentives to prompt individual officers or teams of officers to strive for and achieve high levels of physical fitness.

D. The parties also agree that employees who are covered by this Agreement 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 three hundred twenty-five dollars (\$325.00) in Fiscal Year 2013. 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.

E. Employees covered by this Salary Schedule may purchase any authorized uniform equipment for usage or wear exclusive of shoes or weapons, utilizing their uniform allowance. The Department will in good faith work to ensure that any item purchased or ordered will be available for delivery within ninety (90) calendar days or sooner if possible. This ninety (90) day provision is not subject to arbitration. The Department will pursue with the vendors, as needed, any necessary arrangements that will help to create a more efficient timetable regarding uniform/equipment delivery.

## **27. HEALTH AND LIFE INSURANCE COVERAGE**

A. During Calendar Year 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective January 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider health insurance plan. Participating employees shall contribute the remaining thirty percent (30%) of the premium.

B. During Calendar Year 2017, 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 percent (22%). Effective January 2018, the County shall contribute seventy five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO). Participating employees shall contribute the remaining twenty-five percent (25%) of the premium.

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 seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees, defined as any officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-seven percent (27%).

Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph A above.

E. The County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees, defined as any officer who has retired or will retire on or before December 31, 2017) shall have their contribution capped at twenty-two percent (22%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph B above.

F. During Calendar Year 2017, 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. However, the parties expressly understand and agree that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining. Effective January 2018, the County shall contribute eighty five percent (85%) of the County's deductible prescription drug and vision care programs. Participating employees shall contribute the remaining fifteen percent (15%) of the premium.

Participating retirees, defined as any officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by the fifteen (15%) listed above.

G. 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.

H. 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.

I. Employees may contribute up to the maximum IRS allowed amount in a dependent flexible spending account and up to the maximum IRS allowed amount in a medical flexible spending account.

J. 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 (1) times their annual salary and receive a credit.

K. 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.

L. 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.

M. The County has agreed to extend certain provisions of this Article to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

## **28. UNEMPLOYMENT INSURANCE**

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

## **29. RETIREMENT CONTRIBUTIONS**

A. 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.

B. 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.

C. All classified employees hired on or after January 1, 1980, must enroll in the Employees' Pension System.

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

## **30. SUPPLEMENTAL RETIREMENT CONTRIBUTIONS**

A. Section 1. Benefit Accrual and Amounts.

1. Effective July 1, 1990, employees covered by this Salary Schedule shall commence participation 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 is determined as follows:

a. Benefit accrual is at the rate of six -tenths of one percent (0.6%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 5.

b. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is fifteen percent (15%) of the employee's average annual compensation, as determined pursuant to Section 5.

B. Section 2. Vesting.

1. Minimum Continuous Service Requirements

No employee covered by this Salary Schedule shall be entitled to any benefit described in Article 42 until the employee has completed a minimum of five (5) years of actual and continuous service as a Correctional Officer for Prince George's County.

2. Vested Benefit

An employee completing the minimum continuous service requirements of subsection 1. above shall be entitled to receive a monthly benefit as determined pursuant to Section 1.

C. Section 3. Benefit Payment.

The benefit accrued by an employee under either Section 1 or Section 2, above, shall not be payable until the date on which the employee reaches twenty-five (25) years of actual and continuous service or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, or until the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County, whichever occurs later.

D. Section 4. Funding.

The cost of funding the supplemental retirement benefit described in Article 42 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. The cost of funding the plan enhancement which takes effect on July 1, 2003, shall be shared by the employee and the County through regular contributions each pay period. The County shall contribute twenty-five percent (25%) of the total cost of providing this plan enhancement, and the employee shall contribute, through payroll deduction, the remaining seventy-five percent (75%).

E. Section 5. Definitions.

1. Actual Service means service while employed as a Correctional Officer of Prince George's County.

Actual Service shall also mean the service for employees covered by this Salary Schedule who are identified to have prior credited service as indicated in a Memorandum of Understanding of the twenty-fifth (25th) day of September, 1990.

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 a Correctional Officer 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 a Correctional Officer for Prince George's County. Continuous Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in a Memorandum of Understanding of the twenty-fifth (25th) day of September, 1990.

F. Section 6. Hold Harmless Provisions For Supplemental Retirement and Leave Payout.

1. Fiscal Year 1992 COLA. For any employee covered by this Salary Schedule who retires after July 1, 1991, "Average Annual Compensation" as that term is defined in Section 5 (Definitions), above, will be calculated as if the employee had received the seven percent (7%) cost of living increase set forth under Article 22 (WAGES), paragraph C (Fiscal Year 1992) of the original Agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

2. Fiscal Year 1994 Merit. For any employee covered by this Salary Schedule who retires after July 1, 1993, "Average Annual Compensation" as that term is defined in Section 5 (Definitions), above, will be calculated as if the employee had received any step increase the employee would otherwise have received during the first year of this Salary Schedule but for the deferral of such step increase. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

G. Section 7. Supplemental Retirement Benefit Plan Modifications Effective June 30, 1993.

1. Effective June 30, 1993, the benefit accrual rate in Section 1 above shall be increased from 0.6% to 0.8% per year for up to twenty-five (25) years of service for an increase in normal benefit from fifteen percent (15%) to twenty percent (20%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of twenty-five percent (25%).

2. Effective June 30, 1993, in order to be eligible to begin receiving his or her supplemental retirement benefit pursuant to Article 42, an employee will no longer have to wait until the date on which the employee reaches twenty-five (25) years of actual and continuous service or the date on which the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County. Rather, effective on or after said date, an employee will have the option of receiving his or her retirement benefit accrued pursuant to Sections 1 and 2 as amended by Section 7.1 above as of the date he or she reaches age sixty (60). This new eligibility rule will be an option for each employee, and an employee will continue to have the option of receiving his or her supplemental retirement benefit as of the date he or she satisfies the twenty-five (25) year service requirement identified in Section 3 above regardless of age.

#### H. Section 8. Supplemental Retirement Benefit Plan Modifications Effective January 1, 1999.

Effective January 1, 1999, the benefit accrual rate in Section 7 above shall be increased from eight-tenths percent (0.8%) to one percent (1%) per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty percent (20%) to twenty-five percent (25%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty percent (30%).

#### I. Section 9. Supplemental Retirement Benefit Plan Modifications Effective July 1, 1999.

Effective July 1, 1999, the benefit accrual rate in Section 8 above shall be increased from one percent (1%) to one and two-tenths percent (1.2%) per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty-five percent (25%) to thirty percent (30%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty-five percent (35%).

#### J. Section 10. Supplemental Retirement Benefit Plan Modifications Effective July 1, 2003

Effective July 1, 2003, the benefit accrual rate in Section 9 above shall be increased from one and two-tenths percent (1.2%) to one and three-tenths percent (1.3%) per year for up to twenty-five (25) years of service for an increase in normal benefits from thirty percent (30%) to thirty-two and one-half percent (32.5%). Additional benefits may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) to one and twenty-five hundredths percent (1.25%) per year for a total maximum benefit increase from thirty-five percent (35%) to thirty-eight and three quarters percent (38.75%).

### **31. COMPREHENSIVE RETIREMENT BENEFIT**

#### **A. Section 1. Establishment of the Plan**

1. Employees covered by this Salary Schedule may elect 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 described in Sections 1 through 10, above. The Plan is effective July 1, 1996. Establishment of the Plan is contingent on approval of the Plan by the County Council and the State and is also contingent on the transfer of the appropriate assets from the State Retirement/Pension Systems to the County.

2. The parties agree to establish a Pension Implementation Committee to monitor the progress in the implementation of the new Correctional Officer Pension Plan. The Committee will be comprised of equal members from the County and the PGCOA (at least one member from each bargaining unit). The Committee will meet at least quarterly but more frequently if necessary.

#### **B. Section 2. Benefit Accrual and Amounts**

##### **1. Normal Benefit**

(a) Normal Benefit accrual is at the rate of two percent (2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below. Additional benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-one percent (61%).

(b) Effective January 1, 1999, Normal Benefit accrual is at the rate of two and two-tenths percent (2.2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-six percent (66%).

(c) Effective July 1, 1999, Normal Benefit accrual is at the rate of two and forty-four hundredths percent (2.44%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-two and one-half (22.5) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years after twenty-two and one-half (22.5) through twenty-five (25) at the increased accrual rate of two percent (2%) per year for a normal retirement benefit of sixty percent (60%).

Further benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of one and two-tenths percent (1.2%) per year. The maximum benefit payable is sixty-six percent (66%).

(d) Effective July 1, 2001, Normal Benefit accrual is at the rate of two and six tenths percent (2.6%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of fifty-two percent (52%). Additional benefit accrual may be earned for years after twenty (20) through twenty-five (25) at the increased accrual rate of two and eight tenths percent (2.8%) per year for a normal retirement benefit of sixty-six percent (66%). Further benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of one-percent (1%) per year. The maximum benefit payable is seventy-one percent (71%).

(e) Effective July 1, 2003, normal benefit accrual is at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full time Prince George's County Correctional Officer, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of sixty percent (60%). Additional benefit accrual may be earned after twenty (20) years through thirty (30) years at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is eighty-five percent (85%).

(f) Effective July 1, 2013, for employees hired after July 1, 2008, normal benefit accrual is at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer for the first twenty (20) years of actual and continuous service, and at the rate of two and five-tenths percent (2.5%) per year for additional years of service up to twenty-five years of service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of seventy-two and five-tenths percent (72.5%) after twenty-five years of service. Additional benefit accrual may be earned after twenty-five (25) years through thirty (30) years at the rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is eighty-five percent (85%).

### C. Section 3. Disability Benefit

#### 1. Job Related

The benefit for a job related disability is fifty percent (50%) of the employee's average annual compensation, as determined pursuant to Section 9 below. Effective June 30, 2001, the benefit for retirement resulting from a job-related disability will be sixty percent (60%).

#### 2. Non-Job Related

The benefit for a non-job related disability is twenty-five percent (25%) of the employee's average annual compensation, as determined pursuant to Section 9 below. To be



eligible for the benefit, the employee must have completed five (5) years of actual and continuous service as a Prince George's County Correctional Officer. Effective June 30, 2001, the benefit for retirement resulting from a non-job related disability will be thirty percent (30%).

### 3. Joint and Survivor Option

Employees who retire on a disability pension may elect a reduced joint and survivor pension.

## D. Section 4. Cost Of Living Increases

1. In January of each year, beginning in January 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund."

2. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in Section 4.3 below.

3. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to Section 4.1 above, provided:

(a) Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.

(b) The maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month.

(c) No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten dollar (\$10.00) benefit increase.

(d) Effective January 31, 2014, the minimum increase provided shall be not less than thirty-five dollars (\$35.00) per month.

4. Any amount in the "post-retirement increase fund" described in Section 4.1 above, in excess of the amount necessary to fund the maximum permanent retirement increase described in Section 4.3.b. above, or less than an amount necessary to provide the minimum benefit described in Section 4.3.c. above, will be transferred (returned) to the general pension fund assets.

5. The phrase "actuarially calculating the lifetime benefit" in Section 4.3 above, means that the Plan's actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward

to successive calculations under this procedure until totally absorbed by future positive earnings.

E. Section 5. Vesting

1. Minimum Continuous Service Requirements

No employee covered by this Salary Schedule shall be entitled to a normal benefit provided by the Plan until the employee has completed a minimum of five (5) years of actual and continuous service as a Correctional Officer for Prince George's County.

2. Vested Benefit

An employee completing the minimum continuous service requirements of Section 5.1 above, shall be entitled to receive a monthly benefit as determined pursuant to Section 2.1 above.

F. Section 6. Benefit Payment

1. For employees hired on or before July 1, 2008, the benefit accrued by an employee under either Section 2.1 or Section 5 above, shall not be payable until the latest of the following:

(a) the date on which the employee reaches either twenty (20) years of actual and continuous service or age fifty-five (55), whichever occurs earlier; or,

(b) the date on which the employee either reaches age fifty-five (55) or would have reached twenty (20) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, whichever occurs earlier; or,

(c) the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County.

2. For employees hired after July 1, 2008, the benefit accrued by an employee under either Section 2.1 or Section 5 above, shall not be payable until the latest of the following:

(a) the date on which the employee reaches either twenty-five (25) years of actual and continuous service or age fifty-five (55), whichever occurs earlier; or,

(b) the date on which the employee either reaches age fifty-five (55) or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, whichever occurs earlier; or,

(c) the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County.

G. Section 7. Funding

The cost of funding the Plan 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.

#### H. Section 8. Purchase of Service with Accrued Leave

Effective July 1, 2001, the Comprehensive Pension Plan will be modified to provide for the purchase of additional months of creditable service after twenty (20) years of service with annual and sick leave (forty (40) hours of annual leave/eighty (80) hours of sick leave to purchase one (1) month of creditable service).

#### I. Section 9. Definitions

1. Actual Service means service while employed as a Correctional Officer of Prince George's County.

Actual Service shall also mean the service for employees covered by this Salary Schedule who are identified to have prior credited service as indicated in the Memorandum of Understanding executed between the parties pursuant to Article 42, Section 5.1 above.

2. Average Annual Compensation means an amount computed by dividing by two (2) the compensation actually received by an employee during whatever period of twenty-four (24) 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 a Correctional Officer 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 a Correctional Officer for Prince George's County. Continuous Service shall also mean the service for employees covered by this Salary Schedule who are identified to have prior credited service as indicated in the Memorandum of Understanding executed between the parties pursuant to Article 42, Section 5.1 above.

#### J. Section 10. IRS Pickup Plan

1. 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 7 (Funding) hereof. Such amounts:

(a) 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;

(b) shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

(c) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

(d) 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.

2. 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.

K. Section 11. Military Service Credit

1. For the purposes of this section, the definition of "service in the armed forces of the United States: shall be any full-time active or reserve military service in the armed forces or reserve armed forces of the United States.

2. Following the date the legislation to approve this Agreement becomes effective, the comprehensive pension plan will be amended to permit officers to purchase up to two (2) years of military time to be credited after normal retirement at no cost to the Plan. However, military service credited under the State Systems will be credited as actual service toward normal retirement for comprehensive pension plan participants only if the military service was credited to the employee by the State System prior to the employee's transfer to the plan as of June 30, 1996.

3. Effective July 1, 2001, participants, who joined the Comprehensive Pension Plan before they were eligible to receive credit for up to five (5) years of military credit under the State Retirement and Pension System, will be eligible to receive credit toward normal retirement for up to three (3) years of military service (front end); and credit following normal retirement date may be purchased for up to two (2) years of military service (back end).

L. Section 12. Transfer to the Comprehensive Pension Plan

1. Following the date the legislation to approve this Salary Schedule becomes effective, the County will extend its good faith efforts to petition the State to permit Correctional Officers who elected to remain in the State system another, one-time opportunity to opt out of the State system and to participate in the comprehensive pension plan provided that there is no cost to the County or to the comprehensive pension plan.

2. Further, the County will petition the State system that officers who transferred to the Comprehensive Pension Plan without having applied to the State system for military service credit for which they were already eligible be retroactively granted such credit by the State

without additional cost to the County or to the Comprehensive Pension Plan. The County will make a similar request on behalf of officers who transferred to the Comprehensive Pension Plan on July 1, 1996 but who were not then eligible to apply for military service credit, provided such credit is granted by the State without additional cost to the County or to the Comprehensive Pension Plan.

M. Section 13. Heart Disease and Hypertension Presumption

1. For purposes of determining eligibility for line-of-duty disability retirement benefits, any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability shall be presumed to be a service connected disability and to have been suffered in the line of duty and as a result of his/her employment.

2. It is the intention of this section that any employee covered by this Salary Schedule who suffers from a condition or impairment of health caused by heart disease or hypertension receive service connected disability benefits unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

N. Section 14. Pop-back of Benefits

Where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, the retiree's benefit shall be increased ("pop-back") to the level it would have been had the joint and survivor option never been chosen.

O. Section 15. Retirement Beneficiary Designation

Upon separation due to retirement, all employees covered by this Salary Schedule may choose any beneficiary of their choice.

P. Section 16. Contingent Annuitant

Upon receipt from the Internal Revenue Service of a favorable determination letter, the Pension Plan will be amended to allow a retiree who marries after retirement to reduce his or her retirement benefit and name the new spouse as a contingent annuitant provided there is no actuarial cost to the County and there is sufficient evidence of insurability.

Q. Section 17. Lateral Transfers

A lateral transfer formula will be developed for lateral transfers between the Corrections Department and the Sheriff's Department.

R. Hold Harmless

For any employee covered by this Agreement who retires during the term of this Agreement, "Average Annual Compensation" as that term is defined in Article 42, Section 9.2 (Definitions), above, will be calculated as if the employee had received the merit increase in FY

2017.

### **32. SOCIAL SECURITY**

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, 2012, each employee paid in accordance with this Salary Schedule shall make contributions of 4.2% to the Social Security fund (FICA-OASDI) up to the wage base limit of one hundred ten thousand one hundred dollars (\$110,100.00); and 1.45% to the Medicare fund (FICA-HI) on all wages paid. Employee contributions shall be made through payroll deductions.

### **33. 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 March 1, 2019.

### **34. WORKERS' COMPENSATION**

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

### **35. 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.

### **36. 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.