

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

Resolution No. CR-114-2020

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. (Civilian Unit)

4 Salary Schedule Q

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. (Civilian Unit), to provide a hazard pay stipend for the period of
8 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 Q.

4 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
5 County, Maryland, that Salary Schedule Q 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 Q
SCHEDULE OF PAY GRADES
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
(PGCOA) (CIVILIAN UNIT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JUNE 29, 2020 - JUNE 30, 2021

TABLE OF CONTENTS

	PAGE
<u>1. SCHEDULED PAY RATES</u>	1
<u>2. WAGES</u>	9
<u>3. WORKWEEK</u>	10
<u>4. CALL BACK PAY</u>	11
<u>5. HOLIDAY OBSERVANCE AND PAY</u>	11
<u>6. SHIFT DIFFERENTIAL</u>	12
<u>7. ACTING PAY</u>	12
<u>8. TEC PAY</u>	12
<u>9. COURT TIME COMPENSATION</u>	13
<u>10. MANDATORY OVERTIME AND OVERTIME ASSIGNMENT</u>	13
<u>11. CLOTHING ISSUE AND ALLOWANCE (FOR PROPERTY/SUPPLY CLERKS AND TECHNICIANS)</u>	14
<u>12. ANNUAL LEAVE</u>	14
<u>13. SICK LEAVE</u>	15
<u>14. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION</u>	15
<u>15. PERSONAL LEAVE</u>	16
<u>16. BEREAVEMENT LEAVE</u>	16
<u>17. DISCRETIONARY LEAVE</u>	17
<u>18. ADDITIONAL LEAVE PROVISION</u>	17
<u>19. BLOOD DONATION LEAVE</u>	17
<u>20. DISABILITY LEAVE</u>	17
<u>21. VOTING LEAVE</u>	18
<u>22. PGCOA LEAVE</u>	18
<u>23. LEAVE FOR NEGOTIATIONS</u>	19
<u>24. ADMINISTRATION OF LEAVE</u>	19
<u>25. FAMILY AND MEDICAL LEAVE</u>	19
<u>26. ACCIDENTAL DEATH INSURANCE</u>	19

27. HEALTH INSURANCE PREMIUMS..... 19

28. RETIREMENT CONTRIBUTIONS..... 21

29. SUPPLEMENTAL RETIREMENT BENEFIT..... 21

30. MILITARY LEAVE 21

31. PERSONNEL LAW..... 21

32. SOCIAL SECURITY 21

33. WORKERS' COMPENSATION..... 22

34. PAY PLAN POLICY STATEMENT 22

1. SCHEDULED PAY RATES

**SALARY SCHEDULE Q
SCHEDULE OF PAY GRADES (Q6 - Q22)
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
(CIVILIAN UNIT)
EFFECTIVE JULY 1, 2018
MAXIMUM RATE INCREASE 3.5%**

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	10.7586	22.6413
	BIWKLY	860.68	1811.31
	ANNUAL	22,378	47,094
Q07	HOURLY	11.2602	23.7255
	BIWKLY	900.82	1898.04
	ANNUAL	23,421	49,349
Q08	HOURLY	11.7874	24.8624
	BIWKLY	942.99	1988.99
	ANNUAL	24,518	51,714
Q09	HOURLY	12.3403	26.0574
	BIWKLY	987.22	2084.59
	ANNUAL	25,668	54,199
Q10	HOURLY	12.9222	27.3106
	BIWKLY	1033.77	2184.84
	ANNUAL	26,878	56,806
Q11	HOURLY	13.5320	28.6280
	BIWKLY	1082.56	2290.24
	ANNUAL	28,147	59,546
Q12	HOURLY	14.1728	30.0106
	BIWKLY	1133.82	2400.85
	ANNUAL	29,479	62,422
Q13	HOURLY	14.8455	31.4623
	BIWKLY	1187.64	2516.98
	ANNUAL	30,879	65,442

Q14	HOURLY	15.5518	32.9867
	BIWKLY	1244.15	2638.93
	ANNUAL	32,348	68,612
Q15	HOURLY	16.2937	34.5875
	BIWKLY	1303.49	2767.00
	ANNUAL	33,891	71,942
Q16	HOURLY	17.0726	36.2680
	BIWKLY	1365.80	2901.44
	ANNUAL	35,511	75,437
Q17	HOURLY	17.8900	38.0326
	BIWKLY	1431.20	3042.61
	ANNUAL	37,211	79,108
Q18	HOURLY	18.7486	39.8872
	BIWKLY	1499.89	3190.97
	ANNUAL	38,997	82,965
Q19	HOURLY	19.6506	41.8314
	BIWKLY	1572.05	3346.51
	ANNUAL	40,873	87,009
Q20	HOURLY	20.5969	43.8739
	BIWKLY	1647.75	3509.91
	ANNUAL	42,841	91,258
Q21	HOURLY	21.5909	46.0188
	BIWKLY	1727.27	3681.50
	ANNUAL	44,909	95,719
Q22	HOURLY	22.6348	48.2709
	BIWKLY	1810.79	3861.67
	ANNUAL	47,080	100,403

The minimum hourly rates are the October 1, 2017 minimum rates. The maximum 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 hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

**SALARY SCHEDULE Q
SCHEDULE OF PAY GRADES (Q6 - Q22)
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
(CIVILIAN UNIT)
EFFECTIVE JANUARY 6, 2019
MINIMUM WAGE / WAGE SCALE ADJUSTMENT #1**

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	11.5000	24.2006
	BIWKLY	920.00	1936.05
	ANNUAL	23,920	50,337
Q07	HOURLY	12.0750	25.4106
	BIWKLY	966.00	2032.85
	ANNUAL	25,116	52,854
Q08	HOURLY	12.6788	26.6812
	BIWKLY	1014.30	2134.49
	ANNUAL	26,372	55,497
Q09	HOURLY	13.3127	28.0152
	BIWKLY	1065.02	2241.22
	ANNUAL	27,690	58,272
Q10	HOURLY	13.9783	29.4160
	BIWKLY	1118.27	2353.28
	ANNUAL	29,075	61,185
Q11	HOURLY	14.6772	30.8868
	BIWKLY	1174.18	2470.94
	ANNUAL	30,529	64,245
Q12	HOURLY	15.4111	32.4311
	BIWKLY	1232.89	2594.49
	ANNUAL	32,055	67,457
Q13	HOURLY	16.1817	34.0527
	BIWKLY	1294.53	2724.21
	ANNUAL	33,658	70,830

Q14	HOURLY	16.9907	35.7553
	BIWKLY	1359.26	2860.42
	ANNUAL	35,341	74,371
Q15	HOURLY	17.8403	37.5431
	BIWKLY	1427.22	3003.45
	ANNUAL	37,108	78,090
Q16	HOURLY	18.7323	39.4202
	BIWKLY	1498.58	3153.62
	ANNUAL	38,963	81,994
Q17	HOURLY	19.6689	41.3912
	BIWKLY	1573.51	3311.30
	ANNUAL	40,911	86,094
Q18	HOURLY	20.6523	43.4608
	BIWKLY	1652.19	3476.86
	ANNUAL	42,957	90,398
Q19	HOURLY	21.6850	45.6338
	BIWKLY	1734.80	3650.71
	ANNUAL	45,105	94,918
Q20	HOURLY	22.7692	47.9155
	BIWKLY	1821.54	3833.24
	ANNUAL	47,360	99,664
Q21	HOURLY	23.9077	50.3113
	BIWKLY	1912.61	4024.90
	ANNUAL	49,728	104,648
Q22	HOURLY	25.1031	52.8269
	BIWKLY	2008.24	4226.15
	ANNUAL	52,214	109,880

This wage scale is to reflect the County's minimum wage rate of \$11.50 and incremental adjustments between each grade for both the minimum and maximum wages. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE Q
SCHEDULE OF PAY GRADES (Q6 - Q22)
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
(CIVILIAN UNIT)
EFFECTIVE JANUARY 6, 2019 – WAGE SCALE ADJUSTMENT #2
COLA 1.75%

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	11.7013	24.6241
	BIWKLY	936.10	1969.93
	ANNUAL	24,339	51,218
Q07	HOURLY	12.2863	25.8553
	BIWKLY	982.91	2068.43
	ANNUAL	25,556	53,779
Q08	HOURLY	12.9006	27.1481
	BIWKLY	1032.05	2171.85
	ANNUAL	26,833	56,468
Q09	HOURLY	13.5457	28.5055
	BIWKLY	1083.65	2280.44
	ANNUAL	28,175	59,291
Q10	HOURLY	14.2229	29.9308
	BIWKLY	1137.84	2394.46
	ANNUAL	29,584	62,256
Q11	HOURLY	14.9341	31.4273
	BIWKLY	1194.73	2514.18
	ANNUAL	31,063	65,369
Q12	HOURLY	15.6808	32.9987
	BIWKLY	1254.46	2639.89
	ANNUAL	32,616	68,637
Q13	HOURLY	16.4648	34.6486
	BIWKLY	1317.19	2771.89
	ANNUAL	34,247	72,069

Q14	HOURLY	17.2881	36.3810
	BIWKLY	1383.05	2910.48
	ANNUAL	35,959	75,673
Q15	HOURLY	18.1525	38.2001
	BIWKLY	1452.20	3056.01
	ANNUAL	37,757	79,456
Q16	HOURLY	19.0601	40.1101
	BIWKLY	1524.81	3208.81
	ANNUAL	39,645	83,429
Q17	HOURLY	20.0131	42.1156
	BIWKLY	1601.05	3369.25
	ANNUAL	41,627	87,600
Q18	HOURLY	21.0138	44.2214
	BIWKLY	1681.10	3537.71
	ANNUAL	43,709	91,980
Q19	HOURLY	22.0645	46.4324
	BIWKLY	1765.16	3714.59
	ANNUAL	45,894	96,579
Q20	HOURLY	23.1677	48.7541
	BIWKLY	1853.41	3900.32
	ANNUAL	48,189	101,408
Q21	HOURLY	24.3261	51.1918
	BIWKLY	1946.08	4095.34
	ANNUAL	50,598	106,479
Q22	HOURLY	25.5424	53.7513
	BIWKLY	2043.39	4300.11
	ANNUAL	53,128	111,803

The minimum and maximum rates are the January 6, 2019 (Wage Scale Adjustment #1) adjusted rates increased by 1.0175%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

**SALARY SCHEDULE Q
 SCHEDULE OF PAY GRADES (Q6 - Q22)
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 (CIVILIAN UNIT)
 EFFECTIVE JANUARY 5, 2020
 COLA 1.5%**

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	11.8768	24.9935
	BIWKLY	950.14	1999.48
	ANNUAL	24,704	51,986
Q07	HOURLY	12.4706	26.2431
	BIWKLY	997.65	2099.45
	ANNUAL	25,939	54,586
Q08	HOURLY	13.0941	27.5553
	BIWKLY	1047.53	2204.42
	ANNUAL	27,236	57,315
Q09	HOURLY	13.7488	28.9331
	BIWKLY	1099.91	2314.65
	ANNUAL	28,598	60,181
Q10	HOURLY	14.4363	30.3797
	BIWKLY	1154.90	2430.38
	ANNUAL	30,027	63,190
Q11	HOURLY	15.1581	31.8987
	BIWKLY	1212.65	2551.90
	ANNUAL	31,529	66,349
Q12	HOURLY	15.9160	33.4936
	BIWKLY	1273.28	2679.49
	ANNUAL	33,105	69,667
Q13	HOURLY	16.7118	35.1683
	BIWKLY	1336.94	2813.47
	ANNUAL	34,761	73,150

Q14	HOURLY	17.5474	36.9267
	BIWKLY	1403.79	2954.14
	ANNUAL	36,499	76,808
Q15	HOURLY	18.4248	38.7731
	BIWKLY	1473.98	3101.85
	ANNUAL	38,324	80,648
Q16	HOURLY	19.3460	40.7117
	BIWKLY	1547.68	3256.94
	ANNUAL	40,240	84,680
Q17	HOURLY	20.3133	42.7473
	BIWKLY	1625.06	3419.79
	ANNUAL	42,252	88,914
Q18	HOURLY	21.3290	44.8847
	BIWKLY	1706.32	3590.77
	ANNUAL	44,364	93,360
Q19	HOURLY	22.3954	47.1289
	BIWKLY	1791.63	3770.31
	ANNUAL	46,582	98,028
Q20	HOURLY	23.5152	49.4854
	BIWKLY	1881.22	3958.83
	ANNUAL	48,912	102,930
Q21	HOURLY	24.6909	51.9596
	BIWKLY	1975.28	4156.77
	ANNUAL	51,357	108,076
Q22	HOURLY	25.9255	54.5576
	BIWKLY	2074.04	4364.61
	ANNUAL	53,925	113,480

The minimum and maximum rates are the January 6, 2019 (Wage Scale Adjustment #2) adjusted rates increased by 1.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

2. WAGES

A. Cost of Living Increases

Cost of living adjustments to be determined once negotiations are completed.

B. Merit Increases

Merit increases for Fiscal Year 2021 to be determined once negotiations are completed.

Employees covered by this Agreement and hired before July 1, 2005 will keep the anniversary dates that they held on July 1, 2005 for as long as they are continuously employed. Employees entering the unit (through new hire, transfer, promotion, demotion) on or after July 1, 2005, will have as their anniversary dates the date of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

C. Wage Scale

Effective July 1, 2005, the longevity steps L1 through L6 will be eliminated. The current L6 step will be increased by two and one-half percent (2.5%) and become the new Max Step. Said increase in the Max Step is in addition to the increases in the Max Step as a result of the COLA increases on July 1, 2005 and July 1, 2006.

Effective July 1, 2007, the max step will be increased by three and one-half percent (3.5%) and again on July 1, 2008. Said increase in the Max Step is in addition to the increases in the Max Step as a result of the COLA increases on the first full pay period beginning on July 1, 2007 and on July 1, 2008.

Effective October 6, 2013, the minimum and maximum rates will be increased by two and one-half percent (2.5%). Effective October 5, 2014, the minimum and maximum rates will be increased by two and one-half percent (2.5%).

Effective with each cost of living under Section 24. A., all minimum and maximum rates shall be increased by the same amount as the cost of living increase. Effective July 1, 2017 the max step will be increased by three and one-half percent (3.5%).

Effective July 1, 2018, the maximum pay rates will be increased by three and one-half percent (3.5%).

Effective the first full pay period in January 2019, Salary Schedule Q will be adjusted at Q06 to reflect the County minimum wage of \$11.50 per hour. All other steps and grades will be adjusted accordingly.

There will be no other salary adjustments for the duration of this agreement.

D. COVID-19 Hazard Pay

Employees that work from August 1, 2020 through September 26, 2020 will be entitled to receive a stipend in the amount of \$350 per pay period. The stipend will be called the ***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.

3. WORKWEEK

A. 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 specifically assigned on a permanent or rotating basis 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 rotating schedule is utilized. A regular work day shall consist of 8 hours total, including breaks and the lunch period. Bargaining unit members who work a compressed work week or other flexible schedule shall work 40 hours per work per week including breaks and the lunch period.

B. Department seniority shall be defined as a Civilian employee's length of continuous service with the Department of Corrections.

1. Seniority shall only be interrupted by a break in continuous service as listed below:

- a. Voluntary resignation;
- b. Retirement or disability termination;
- c. Discharge for just cause; or
- d. Any other lawful termination of service.

2. When an employee covered by this Salary Schedule voluntarily resigns and is rehired into a job covered by this Salary Schedule in the Department of Corrections within six (6) months from the employee's termination date, the employee will be placed on the seniority roster with credit for his/her prior service but with no credit for the period of his/her absence.

3. When an employee covered by this Salary Schedule is lawfully terminated from employment for any reason other than a voluntary resignation or just cause termination and is rehired into a job covered by this Salary Schedule in the Department of Corrections, the employee will be placed on the seniority roster with credit for his/her prior service but with no credit for the period of his/her absence.

4. Department seniority shall be a substantial factor in shift assignments and days off or bidding for these positions in case of rotating shifts.

5. Departmental seniority shall be defined as an employee's length of continuous service while occupying a position in the classified service as a civilian employee within the Department of Corrections.

B. Work schedules may be approved based upon policies of flexible working hours, such policies commonly referred to as "flex-time."

4. CALL BACK PAY

Any employee who is called back to work from off-duty, and who does in fact perform duties on behalf of the Department during his/her normal off-duty hours, shall be paid for a minimum of three (3) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to disciplinary procedure

5. 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 dates designated by the County Executive. The holidays established by the Personnel Law are listed below:

1. New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Correctional Officer Memorial Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Presidential Inauguration Day (every 4 years) and County Employees' Appreciation Day.

B. Eligible employees shall receive straight time pay for each of the designated holidays on which they are scheduled to work but on which they perform no work.

C. Employees eligible for holiday pay who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular overtime rate (i.e., no pyramiding). In the event that a holiday falls on the employee's regular day off, the employee shall receive another day off.

D. All employees must be in a pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay.

E. Employees who work on Correctional Officer Memorial Day will be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and shall not receive another day. All employees who have this as a regular day off, shall receive eight (8) hours of compensatory leave.

6. SHIFT DIFFERENTIAL

A. Effective the first full pay period in December 2018, a shift differential of two dollars and sixty-five cents (\$2.65) per hour shall be paid for all non-overtime hours worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) and on the third (3rd) shift (i.e., the evening shift – 3 p.m. to 11 p.m. or equivalent). The shift differential rate shall include employees specifically assigned on a permanent or rotating basis.

B. Employees assigned to work the first (1st) or third (3rd) shift shall receive shift differential pay for all paid status hours, including paid leave hours and holidays. However, for no employees shall shift differentials be used for the purpose of computing retirement deductions, and retirement and insurance benefits.

C. When the majority of hours worked fall within the third (3rd) or first (1st) shifts, the employee shall be paid shift differential for all eight (8) hours.

7. ACTING PAY

A. When an employee is directed to assume, and does in fact assume, a majority of the duties of any other position with a higher grade in an acting capacity for a period of ten (10) consecutive days or more (including scheduled days off and approved holidays), beginning with the tenth (10th) day, he/she shall be paid at a rate of pay which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, and shall continue to be paid at the rate until relieved of the position by the person for whom he/she is acting, or by a person of equal grade to that position, or by a superior authority. He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.

B. Where Management elects to assign an employee to work in an acting capacity as described above, the employer shall not schedule work to circumvent the provisions of this section. This section shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully.

8. TEC PAY

A. Any civilian member who is trained and qualified as part of the CISM Team in the Department of Corrections is entitled to receive TEC pay each fiscal year in July in the amount of four hundred-fifty dollars (\$450.00).

B. Civilian employees permanently assigned to bilingual (translation) duties will be eligible to receive eight hundred dollars (\$800.00) per year upon passing the Foreign Service Institute (State Department) language proficiency examination administered by the County. This sum will be paid thirty (30) days following certification and will be prorated based upon the time of year. Thereafter, the full amount will be paid in July of each fiscal year and will not be 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. These duties will be added to the employee's job description.

9. COURT TIME COMPENSATION

If, as a result of actions taken during the course of employment with the Department of Corrections, an employee covered by this Salary Schedule is scheduled to appear in Court on the employee's day off, the employee will be paid a minimum of four (4) hours pay at the overtime rate.

10. MANDATORY OVERTIME AND OVERTIME ASSIGNMENT

A. The parties recognize and understand that the County has the right to require employees covered by this Salary Schedule to work overtime and that overtime work should first be covered by volunteers and then through the evenhanded assignment of mandatory overtime.

Accordingly, the parties agree to the following guidelines for the assignment of overtime work:

1. The Department will first try to cover its overtime work from volunteers on a rotating basis. If sufficient volunteers are not available for overtime work, the Department will make mandatory overtime assignments on a rotating basis from a pool of employees who are currently on duty.

2. When scheduling overtime work, the County will make reasonable efforts to provide employees with as much advance notice as permitted under the circumstances.

3. Except in a case of emergency, as determined by the Director, no employee will be permitted or required:

- a. To work more than sixteen (16) consecutive hours; or,
- b. To work two (2) consecutive days of sixteen (16) consecutive hours.

B. There shall be no pyramiding of overtime or other premium rates; that is, only one (1) overtime or premium rate will be paid for the same hours worked.

C. Mandatory overtime will not be assigned to a bargaining unit employee if that employee is scheduled for approved leave or a day off the following day.

D. Employees will be compensated at the rate of one and one-half (1.5) times their regular rate of pay for each hour, or fifteen (15) minute fractions thereof, they are required to work at the direction of a supervisor in excess of forty (40) hours in a workweek. At the option of the employee, when directed by a supervisor to work in excess of forty (40) hours in a workweek, an employee eligible for compensatory time under applicable law may elect to receive

compensatory leave at the rate of one and one-half (1.5) hours for each overtime hour worked. All leave with pay shall be considered time worked in the computation of overtime.

11. CLOTHING ISSUE AND ALLOWANCE (FOR PROPERTY/SUPPLY CLERKS AND TECHNICIANS)

A. The Department of Corrections will continue to issue uniforms to employees covered by this Salary Schedule who are required to wear them and to replace worn and unserviceable uniforms. Employees will continue to maintain their uniforms by cleaning and making minor repairs.

B. Effective Fiscal Year 2019, five hundred-dollar (\$500.00) uniform maintenance allowance will be provided to all employees who are required to wear uniforms. All employees receiving this allowance must wear their uniform. The allowance will be paid in two equal installments, the first will be in July and the second in January.

12. ANNUAL LEAVE

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

Zero (0) through three (3) years of service	Four (4) hours per pay period
Four (4) through fifteen (15) years of service	Six (6) hours per pay period with periodic adjustment to ensure that each employee earns twenty (20) days
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. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in Fiscal Year 1996, or such other amount established in an approved Salary Plan may be carried over from one (1) leave year to the next by an employee.

1. Notwithstanding the provisions of Article 28, Section 28 A.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.

D. An employee shall be allowed to carry over annual leave earned as of the last full pay period in Fiscal Year 1995, even if such accumulated amount is in excess of the maximum allowed in Section 16-220(d)(1), of the Personnel Law.

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

13. 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.

14. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

A. 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) of the Personnel Law;

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.

B. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balances 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 limitations:

1. Upon separation from employment, employees who participate in the Maryland State Retirement Systems (MSRS) may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the last full pay period in Fiscal Year

1995 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 if such conversion is permissible pursuant to the Annotated Code of Maryland.

C. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1995 fiscal year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half (.5) of the employee's base hourly rate of pay as of the last full pay period in Fiscal Year 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 is not subject to cash payment to the employee upon separation.

D. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in Fiscal Year 1996 (i.e., new sick leave) is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. In addition, any old sick leave not cashed out under paragraph B may be used to purchase MSRS pension credit at the applicable rate if such conversion is permissible pursuant to the Annotated Code of Maryland.

E. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

F. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 of the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

15. PERSONAL LEAVE

Beginning in the 2002 leave year, twenty-four (24) hours of paid personal per leave year -- including the four (4) hours granted in lieu of General Election Day -- leave shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

16. 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. In the event of the death of any other member of the employee's family (brother- or sister-in-law, or son- or daughter-in-law), one working day will be administrative leave rather than sick leave.

17. DISCRETIONARY LEAVE

Beginning with the 2012 leave year, employees covered by this Salary Schedule with five (5) or more years of service shall be eligible for eight (8) hours of discretionary leave per leave year plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) after ten (10) years of service. Eight (8) additional hours of discretionary leave (for a total of twenty-four (24) hours) will be granted after fifteen (15) years of service. Discretionary leave may be taken in increments of four (4) hours, and must be requested and approved in advance, and any unused discretionary leave cannot be carried over from one year to the next.

18. ADDITIONAL LEAVE PROVISION

A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Salary Schedule will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shift. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour worked (not to exceed twelve (12) hours per employee per twenty-four (24) hour period).

B. If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled 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 full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.

C. Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations.

19. BLOOD DONATION LEAVE

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The Employer may request verification of such donation.

20. 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 back charged 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.

21. VOTING LEAVE

Employees who are registered voters may be granted up to two (2) hours off with pay for the purpose of voting in State, County and Federal primary and general elections if the employee would otherwise be prevented from voting because of his/her work schedule.

22. PGCOA LEAVE

A. Members of the Board of Directors of PGCOA shall be granted union business leave to attend Association Board meetings. Also, members of PGCOA shall be granted union business leave to attend conventions and conferences (including state seminars). In order to receive union business leave to attend Board meetings, conventions and conferences, the Association must request the leave in 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 union leave under this Article are subject to the approval of the Director, with the understanding that the Director's approval will not be unreasonably withheld. Union business leave to attend conventions and conferences shall be limited to no more than two (2) members on any one occasion.

B. Union business leave to attend Board meetings shall be consistent with the PGCOA Security Division contract. Up to two (2) civilian representatives will be granted leave to attend Board meetings the second Wednesday of the month. Union business leave will be granted to the Association and its members under this Article subject to the availability of hours in the Union Business 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.

C. The County will provide four hundred (400) hours of union business leave in a Union Business Leave Bank per fiscal year for attendance at Board meetings, conventions, conferences (including state seminars) and Steward Training as set forth in Articles 4 and 8 of the Collective Bargaining Agreement. No union business leave will be granted pursuant to Articles 4 and 8, when the four hundred (400) hours has been exhausted during a fiscal year. Any unused balance in the Union Business Leave Bank at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for union business leave pursuant to Articles 4 and 8 of the Collective Bargaining Agreement are subject to the Director's approval.

23. LEAVE FOR NEGOTIATIONS

A. Employees (not to exceed five (5) from different sections) 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 the PGCOA negotiating team (not to exceed five (5) members from different sections) may each be granted up to forty-eight (48) hours of union business leave to prepare for negotiations. The Association must request the leave from the Director in a reasonable period of time before it is to be used, and the request is subject to the Director's approval, which will not be unreasonably withheld. The union business leave awarded pursuant to this provision is in addition to the hours provided by the County to the Union Business Leave Bank included in Section 22 of this Salary Schedule. Except as provided in Paragraph C of Article 5 of the Collective Bargaining Agreement, union business leave granted for negotiation preparation will not be deducted from the Union Business Leave Bank described in Section 22 of this Salary Schedule.

C. The Director may, pursuant to the Association's request, grant additional leave to members of the negotiating team from the Union Business leave Bank described in Article 4, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

24. ADMINISTRATION OF LEAVE

Except as provided otherwise in the 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.

25. FAMILY AND MEDICAL LEAVE

Employees covered by this Salary Schedule are entitled to family and medical leave as provided in the County Personnel Law and as provided by Federal, State and County law.

26. ACCIDENTAL DEATH INSURANCE

In addition to any other life insurance or death benefit provided by the County, the County shall pay a death benefit of ten thousand dollars (\$10,000.00) upon the death of any employee covered by this Salary Schedule whose death results from an accident on or off the job.

27. HEALTH INSURANCE PREMIUMS

A. During Calendar Years 2015, 2016, and 2017 the County shall contribute seventy-three

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

B. During Calendar Years 2015, 2016, and 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 (22%). Effective Calendar Year 2018, the County shall contribute seventy-five percent (75%) 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 five percent (25%).

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. During Calendar Years 2015, 2016, and 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Effective Calendar Year 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

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

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

G. Effective July 1, 2016, employees may contribute up to the maximum allowed by IRS regulations into a dependent flexible spending account and into a medical spending account.

H. Group Life Insurance under the Beneflex Program. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and salary. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

28. 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.

29. SUPPLEMENTAL RETIREMENT BENEFIT

Employees covered by this Salary Schedule will participate in the Supplemental Pension Plan for General Schedule Employees in accordance with the provisions of that plan.

30. 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.

31. PERSONNEL LAW

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

32. SOCIAL SECURITY

- A. The County is required to comply with the Federal Insurance Contribution Act (FICA) that provides for a federal system of old-age, survivors, disability (Social Security or OASDI), and

hospital (Medicare or HI) insurance. Effective January 1, 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.

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

33. WORKERS' COMPENSATION

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

34. PAY PLAN POLICY STATEMENT

It is the policy of the County that benefits afforded to employees in the Salary Plan are governed by the specific salary schedule to which an employee is currently assigned. If an employee transferred, promoted, demoted, or in any way moves from one salary schedule to another, any benefits unique to or expressly a function of the former salary schedule are not carried over.