

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2021 Legislative Session

Resolution No. CR-118-2021

Proposed by The Chair (by request – County Executive)

Introduced by Council Members Hawkins, Turner, Davis, Ivey, Harrison, Taveras,
Dernoga, Glaros, and Franklin

Co-Sponsors _____

Date of Introduction October 12, 2021

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 Corrections Officials – Salary Schedule “C-O”

4 Schedule of Pay Grades

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

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

10 WHEREAS, the Salary Plan must at this time be amended by the approval of a Salary
11 Schedule to reflect wage and benefit modifications for Corrections Officials.

12 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
13 County, Maryland, that Salary Schedule “C-O” submitted and recommended by the County
14 Executive on _____, which is attached hereto and made a part hereof, setting forth
15 the following modifications: merit increases, maximum wage scale adjustment, retroactive
16 COVID-19 Hazard Pay for the period of September 27, 2020 through April 24, 2021, and
17 temporary increase of the maximum annual leave carryover for leave year 2021 into leave year
18 2022, be and the same is hereby approved.

19 BE IT FURTHER RESOLVED that this Resolution shall take effect on the date it is
20 adopted and, unless stated otherwise in a specific provision, shall be retroactively effective to
21 July 1, 2020.

Adopted this _____ day of _____, 2021.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____

Calvin S. Hawkins, II
Chair

ATTEST:

Donna J. Brown
Clerk of the Council

SALARY SCHEDULE C-O

SCHEDULE OF PAY GRADES

DEPARTMENT OF CORRECTIONS OFFICIALS

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2020 - JUNE 30, 2022

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1. SCHEDULED PAY RATES

**SALARY SCHEDULE C-O
SCHEDULE OF PAY GRADES (D28-D33)
PRINCE GEORGE'S CORRECTIONAL OFFICIALS
(CAPTAINS AND MAJORS)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JANUARY 2, 2022**

GRADE	MINIMUM	MAXIMUM
D28		
HOURLY	29.4939	59.4687
BIWEEKLY	2359.51	4757.50
ANNUAL	61,347	123,695
D29 (Correctional Officer Captain)		
HOURLY	30.9611	62.4333
BIWEEKLY	2476.89	4994.67
ANNUAL	64,399	129,861
D30		
HOURLY	32.5021	65.5465
BIWEEKLY	2600.17	5243.72
ANNUAL	67,604	136,337
D31		
HOURLY	34.1202	68.8160
BIWEEKLY	2729.62	5505.28
ANNUAL	70,970	143,137
D32		
HOURLY	35.8190	72.2481
BIWEEKLY	2865.52	5779.85
ANNUAL	74,503	150,276
D33 (Correctional Officer Major)		
HOURLY	37.6030	75.8517
BIWEEKLY	3008.24	6068.13
ANNUAL	78,214	157,771

The minimum rates are the January 5, 2020 minimum rates. The Maximum hourly rates are the January 5, 2020 Maximum hourly rates multiplied by 1.035%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar

**SALARY SCHEDULE C-O
SCHEDULE OF PAY GRADES (D28-D33)
PRINCE GEORGE'S CORRECTIONAL OFFICIALS
(CAPTAINS AND MAJORS)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JANUARY 5, 2020**

GRADE	MINIMUM	MAXIMUM
D28		
HOURLY	29.4939	57.4577
BIWEEKLY	2359.51	4596.62
ANNUAL	61,347	119,512
D29 (Correctional Officer Captain)		
HOURLY	30.9611	60.3221
BIWEEKLY	2476.89	4825.76
ANNUAL	64,399	125,470
D30		
HOURLY	32.5021	63.3300
BIWEEKLY	2600.17	5066.40
ANNUAL	67,604	131,726
D31		
HOURLY	34.1202	66.4889
BIWEEKLY	2729.62	5319.11
ANNUAL	70,970	138,297
D32		
HOURLY	35.8190	69.8049
BIWEEKLY	2865.52	5584.39
ANNUAL	74,503	145,194
D33 (Correctional Officer Major)		
HOURLY	37.6030	73.2866
BIWEEKLY	3008.24	5862.93
ANNUAL	78,214	152,436

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 at the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

2. MIN-MAX SYSTEM

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

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

A. Effective July 1, 2005, merit increases for employees covered by this Salary Schedule who earn less than the maximum of their grade shall be granted at a rate of three and one-half percent (3.5%). Employees will continue to receive three percent (3%) merit increases until one of the following occurs:

1. They reach the maximum of their grade;
2. The three and one-half percent (3.5%) increase would establish their hourly rate one percent (1%) or less below the maximum, in which case their hourly rate will be automatically adjusted upward to the maximum; or
3. The three and one-half percent (3.5%) increase would establish their hourly rate above the maximum rate for that grade, in which case their hourly rate will instead be adjusted to equal the applicable maximum rate.

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

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

3. MERIT INCREASES

- a. There will be no merit increases in FY 2021.
- b. Employees covered by this Agreement who are otherwise eligible to receive a merit increase in FY 2022, will receive a merit increase on their anniversary date.

c. Employees covered by this Agreement who were otherwise eligible to receive a merit increase in FY 2021 will receive a merit increase effective the last full pay period in FY 2022. There will be no retroactive payment for the FY 2021 merit.

4. COST OF LIVING ADJUSTMENTS

There will be no cost of living adjustment (COLA) for FY 2021 or FY 2022.

5. WAGE SCALE ADJUSTMENT

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

b. The County will increase the maximum pay by 3.5% effective the first full pay period in January 2022.

6. WORKWEEK

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

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

2. Appointing Authorities may assign full-time employees to work schedules involving rotating shift work which may not provide for a standard number of productive hours within a workweek. The number of hours in the workweek for these employees may average 40-42 productive hours.

7. WORK SCHEDULES

Work schedules mean written schedules of the required daily hours of work within a workweek prescribed by an Appointing Authority for individual employees and/or various groups or units of employees under the Appointing Authority's jurisdiction as approved pursuant to Section 16-114 of the Personnel Law.

8. DESIGNATION OF MEAL PERIODS

A. Except for employees assigned to rotating shift work schedules, any employee who works five (5) or more hours in any workday shall receive an unpaid one-half hour meal period in addition to the forty (40) productive hours.

B. Employees assigned to rotating shift work schedules averaging 40-42 productive hours shall be eligible for a meal period, as defined by the Appointing Authority, within the productive workday.

9. PAY IN EXCESS OF BASE SALARY

A. Overtime Pay

1. General Provisions:

a. Subject to the limitations noted in Paragraph 2 below, employees allocated to classes within this Schedule shall be eligible to earn overtime pay for each hour or part thereof worked in excess of the number of productive hours constituting the standard workweek for full-time employees. Normally, the standard workweek for full-time employees will be forty (40) hours. However, in some instances, such as with rotating shift schedules, the number of full-time productive hours in the "standard" workweek may vary.

b. The rate of overtime pay for employees allocated to classes within this Schedule shall be equal to one and one-half (1 1/2) times the employee's regular hourly rate.

c. Only worked hours, not including any type of leave (for example, sick, annual, discretionary, holiday, disability, LWOP, personal, FMLA) shall be considered productive hours for overtime computation purposes.

d. Each Appointing Authority shall be responsible for specifically directing and/or authorizing overtime work for employees under his/her jurisdiction. In addition, Appointing Authorities are responsible for ensuring fund availability for overtime pay.

2. Limitations:

a. Employees assigned to this Schedule, Grades 28 through 30, inclusive, shall be entitled to earn overtime pay only upon the written approval of the appropriate Appointing Authority.

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

B. Premium Pay for Holiday Work

1. No employee occupying a position allocated to a class in the C-O Schedule above Grade 30 shall be eligible for premium pay for holiday work. However, when expressly directed in writing by the Appointing Authority to perform such holiday work, such employee shall receive an alternative day or shift schedule day off at the employee's base rate of pay.

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

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

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

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

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

C. Shift Differential

1. Effective the first full pay period beginning on or after 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.

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

D. Pyramiding of Overtime and Premium Pay

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

E. TEC Pay

Effective the first full pay period in Fiscal Year 2018, TEC pay is increased from five hundred dollars (\$500) to six hundred dollars (\$600) annually for officers permanently assigned to duties as Canine Officers, Honor Guard, Fire Arms Instructors, Regional Processing Officers, CISM Team Members and Transport Officers. Effective the first full pay period in July 2018, officers permanently assigned to Emergency Response Team (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).

Eligible employees may not receive a TEC supplement greater than six hundred dollars (\$600.00) pursuant to this provision except as noted above. 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).

Beginning in Fiscal Year 2019, TEC pay for the aforementioned assignments and for officers permanently assigned to translation duties will be paid in twenty-six (26) bi-weekly installments.

F. RETROACTIVE COVID-19 HAZARD PAY

Employees covered by Salary Schedule C-O are to receive the following retroactive COVID-19 Hazard Pay:

Employees covered by Salary Schedule C-O who reported to work for the period of September 27, 2020 through April 24, 2021, are entitled to receive a stipend in the amount of \$350.00 per pay period. The stipend will be called the **COVID-19 Hazard Pay**. For an employee to receive the 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

10. LEAVE PROVISIONS

A. Sick Leave

1. Sick leave may be accumulated from year to year.
2. All full-time employees earn four and one-half (4 1/2) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours.
3. Employees who work on a year-round part-time basis for forty (40) or more hours per pay period shall accrue sick leave in proportion to the hours worked during each pay period.
4. Employees covered by this Salary Schedule are entitled to FMLA as provided in the County Personnel Law.

B. Sick and Annual Leave Disposition Upon Separation

1. Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, be liquidated in the following manner:
 - a. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8).

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

c. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

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

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

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

d. Upon separation from employment for non-disciplinary reasons, eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of the date of separation, but not to exceed the highest rate of pay of a Correctional Officer Lieutenant in January, 2001 – that is, \$32.6534 per hour. However, if a Correctional Officer with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cashout of unused accumulated sick leave as of the end of the 1996 leave year.

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

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

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

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

C. Bereavement Leave

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

D. Disability Leave

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

E. Annual Leave

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

Zero (0) through three (3) years of service	Four (4) hours per pay period
Four (4) through fifteen (15) years of service	Six (6) hours per pay period with periodic adjustment to ensure that each employee earns twenty (20) days
After fifteen (15) years of service	Eight (8) hours per pay period

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

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

a. Notwithstanding the provisions of Section 16-220 (d) of the Personnel Law, a maximum of 440 hours of accumulated annual leave may be carried over from leave year 2021 into leave year 2022. Unless amended by future legislation, the maximum amount of annual leave that may be carried over from leave year 2022 into leave year 2023 shall revert back to 360 hours. This modified benefit shall sunset automatically upon its implementation.

3. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in paragraph 2 above.

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

F. Personal Leave

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

G. Compensatory Leave

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

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

a. No employee shall accrue more than two hundred forty (240) hours of compensatory leave. An employee shall be granted compensatory leave by the appointing authority within a reasonable period after requesting leave if the use of compensatory leave does not unduly disrupt the operations of the agency.

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

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

5. If the County declares a State of Emergency on the weekend, then employees covered

by this Salary Schedule will receive hour for hour compensatory time for each hour worked.

H. Administration of Leave

The provisions governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, parental, family and medical, disability, leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

11. 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.

12. UNEMPLOYMENT INSURANCE

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

13. RETIREMENT CONTRIBUTIONS

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

B. Effective January 1, 1980, current participants in the Employee's Retirement System may transfer to the Employee's Pension System, which is non-contributory up to the Social Security Wage Base.

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

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

14. SUPPLEMENTAL RETIREMENT CONTRIBUTIONS

A. The cost of funding the supplemental retirement benefit described in Article 42 of the Agreement between Prince George's County, Maryland and the Prince George's County Correctional Officers' Association effective July 2003 to June 2005 (the Agreement) will be shared by the employee and the County through regular contributions each pay period. The County shall contribute seventy-five percent (75%) of the total cost of providing the employee's benefit, and the employee shall contribute, through payroll deduction, the remaining twenty-five percent (25%). In addition, effective July 1, 1995, the employee contribution for employees hired before July 1,

1995 will be increased by an amount equal to one percent (1%) of the employee's annual salary and the employer contribution will be decreased accordingly. Effective July 1, 1995, the contribution for employees hired on or after July 1, 1995 will be increased by an amount equal to two percent (2%) of the employee's annual salary, and the employer contribution will be decreased accordingly. Effective July 1, 1999, the contribution for all employees will be increased by one-half of one percent (.5 %) of the employee's annual salary, and the employer contribution will be decreased accordingly.

B. Comprehensive Correctional Officer Pension Plan

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

2. 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.

15. IRS PICKUP PLAN

A. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Article 42 Section 4 (Funding) and Section 10.7 (Funding), of the Agreement. Such amounts:

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

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

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

4. shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

B. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither

the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

16. GROUP HEALTH INSURANCE

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.

During Calendar Years 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.

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.

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.

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%).

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. Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

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 percent (15%) listed above. 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.

17. LIFE INSURANCE

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

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

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

18. SOCIAL SECURITY

A. 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.

19. 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, 2023.

20. WORKERS' COMPENSATION

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

21. UNIFORMS AND PHYSICAL CONDITIONING

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

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

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

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

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

22. POLICY STATEMENT

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