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

Legislative Session

1992

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Resolution No. CR-52-

1992

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Casula and Bell

Co-Sponsors

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Date of Introduction May 19,  
1992

**RESOLUTION**

A RESOLUTION concerning

Compensation and Benefits - Council 67,  
American Federation of State, County and Municipal Employees,  
AFL-CIO, and its affiliated Local 3279

FOR the purpose of amending the Salary Plan of the County to reflect the terms of a labor agreement, and the amendments thereto, by and between Prince George's County and AFSCME Local 3279.

WHEREAS, pursuant to Section 903 of Article IX of the Prince George's County Charter and Section 16-125(a) of the

Prince George's County Code, amendments to the County's Salary Plan are to be submitted to the County Council in resolution form; and

WHEREAS, the Salary Plan must at this time be amended by the approval of a salary schedule to reflect the terms of a labor agreement, and the amendments thereto, by and between Prince George's County and AFSCME Local 3279.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that Salary Schedule C submitted and recommended by the County Executive on May 6, 1992, which is attached hereto and made a part hereof, setting forth a Min - Max pay plan which includes the following modifications: a two percent (2%) increase in the base hourly rates effective June 28, 1992; a one and one-half percent (1 1/2%) increase in the base hourly rates effective March 21, 1993; a one and one-half (1 1/2%) increase in base hourly rates effective June 13, 1993; a one and one-half percent (1 1/2%) increase in the base hourly rates effective June 27, 1993; a suspension of anniversary step increases for fiscal year 1992 and for the first eight months of Fiscal Year 1993 effective July 1, 1991; reinstatement of anniversary step increases prospectively, effective March 1, 1993; changes in employer/employee contribution rates for Health Maintenance Organization (HMO) coverage effective July 1, 1992 and July 1, 1993; and further establishing the work hours, overtime compensation, call- in and differential pay, holiday pay,

temporary assignment pay, leave provisions, work clothing, health, life and unemployment insurance, retirement contributions, social security, workers' compensation and incentive awards, for such employees, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the provisions of this Resolution shall supersede the provisions of CB-13-1992.

Adopted this 7th day of July, 1992.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

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Richard J. Castaldi  
Chairman

ATTEST:

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Joyce T. Sweeney  
Acting Clerk of the Council

SALARY SCHEDULE C  
SCHEDULE OF PAY GRADES - AFSCME LOCAL 3279  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JULY 1, 1991 - June 30, 1993  
(AS AMENDED FOR FY 92)

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I. SCHEDULED PAY RATES

SALARY SCHEDULE C - EFFECTIVE JUNE 28, 1992  
 SCHEDULE OF PAY GRADES - AFSCME LOCAL 3279  
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
C06	HOURLY		6.8119
10.0377	BIWKLY	544.95	803.02
	ANNUAL	14,169	20,878
C07	HOURLY		7.1523
10.5396	BIWKLY	572.18	843.17
	ANNUAL	14,877	21,922
C08	HOURLY	7.5100	11.0666
	BIWKLY	600.80	885.33
	ANNUAL	15,621	23,019
C09	HOURLY	7.8854	11.6199
	BIWKLY	630.83	929.59
	ANNUAL	16,402	24,169
C10	HOURLY	8.2797	12.2009
	BIWKLY	662.38	976.07
	ANNUAL	17,222	25,378
C11	HOURLY	8.6937	12.8110
	BIWKLY	695.50	1,024.88
	ANNUAL	18,083	26,647
C12	HOURLY	9.1284	13.4515
	BIWKLY	730.27	1,076.12
	ANNUAL	18,987	27,979

C13	HOURLY	9.5847	14.1241
	BIWKLY	766.78	1,129.93
	ANNUAL	19,936	29,378
C14	HOURLY	10.0640	14.8303
	BIWKLY	805.12	1,186.42
	ANNUAL	20,933	30,847
C15	HOURLY	10.5672	15.5718
	BIWKLY	845.38	1,245.74
	ANNUAL	21,980	32,389
C16	HOURLY	11.0957	16.3504
	BIWKLY	887.66	1,308.03
	ANNUAL	23,079	34,009
<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
C17	HOURLY	11.6503	17.1679
	BIWKLY	932.02	1,373.43
	ANNUAL	24,233	35,709
C18	HOURLY	12.2330	18.0263
	BIWKLY	978.64	1,442.10
	ANNUAL	25,445	37,495
C19	HOURLY	12.8446	18.9277
	BIWKLY	1,027.57	1,514.22
	ANNUAL	26,717	39,370

The hourly rates are the July 14, 1991 rates multiplied by 102%. 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 - EFFECTIVE MARCH 21, 1993  
SCHEDULE OF PAY GRADES - AFSCME LOCAL 3279

PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
C06 10.1883	HOURLY	6.9141	
	BIWKLY	553.13	815.06
	ANNUAL	14,381	21,192
C07 10.6977	HOURLY	7.2596	
	BIWKLY	580.77	855.82
	ANNUAL	15,100	22,251
C08	HOURLY	7.6227	11.2326
	BIWKLY	609.82	898.61
	ANNUAL	15,855	23,364
C09	HOURLY	8.0037	11.7942
	BIWKLY	640.30	943.54
	ANNUAL	16,648	24,532
C10	HOURLY	8.4039	12.3839
	BIWKLY	672.31	990.71
	ANNUAL	17,480	25,759
C11	HOURLY	8.8241	13.0032
	BIWKLY	705.93	1,040.26
	ANNUAL	18,354	27,047
C12	HOURLY	9.2653	13.6533
	BIWKLY	741.22	1,092.26
	ANNUAL	19,272	28,399
C13	HOURLY	9.7285	14.3360
	BIWKLY	778.28	1,146.88
	ANNUAL	20,235	29,819
C14	HOURLY	10.2150	15.0528
	BIWKLY	817.20	1,204.22
	ANNUAL	21,247	31,310
C15	HOURLY	10.7257	15.8054
	BIWKLY	858.06	1,264.43
	ANNUAL	22,309	32,875
C16	HOURLY	11.2621	16.5957
	BIWKLY	900.97	1,327.66
	ANNUAL	23,425	34,519

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
C17	HOURLY	11.8251	17.4254
	BIWKLY	946.01	1,394.03
	ANNUAL	24,596	36,245
C18	HOURLY	12.4165	18.2967
	BIWKLY	993.32	1,463.74
	ANNUAL	25,826	38,057
C19	HOURLY	13.0373	19.2116
	BIWKLY	1,042.98	1,536.93
	ANNUAL	27,118	39,960

The hourly rates are the June 28, 1992 rates multiplied by 101.5%. 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 - EFFECTIVE JUNE 13, 1993  
SCHEDULE OF PAY GRADES - AFSCME LOCAL 3279

PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
C06	HOURLY	7.0178	
10.3411			
	BIWKLY	561.42	827.29
	ANNUAL	14,597	21,509
C07	HOURLY	7.3685	
10.8582			
	BIWKLY	589.48	868.66
	ANNUAL	15,326	22,585
C08	HOURLY	7.7370	11.4011
	BIWKLY	618.96	912.09
	ANNUAL	16,093	23,714
C09	HOURLY	8.1238	11.9711
	BIWKLY	649.90	957.69
	ANNUAL	16,898	24,900
C10	HOURLY	8.5300	12.5697
	BIWKLY	682.40	1,005.58
	ANNUAL	17,742	26,145
C11	HOURLY	8.9565	13.1982
	BIWKLY	716.52	1,055.86
	ANNUAL	18,630	27,452
C12	HOURLY	9.4043	13.8581
	BIWKLY	752.34	1,108.65
	ANNUAL	19,561	28,825
C13	HOURLY	9.8744	14.5510
	BIWKLY	789.95	1,164.08
	ANNUAL	20,539	30,266
C14	HOURLY	10.3682	15.2786
	BIWKLY	829.46	1,222.29
	ANNUAL	21,566	31,779
C15	HOURLY	10.8866	16.0425
	BIWKLY	870.93	1,283.40
	ANNUAL	22,644	33,368
C16	HOURLY	11.4310	16.8446
	BIWKLY	914.48	1,347.57
	ANNUAL	23,776	35,037



<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
C17	HOURLY	12.0025	17.6868
	BIWKLY	960.20	1,414.94
	ANNUAL	24,965	36,789
C18	HOURLY	12.6027	18.5712
	BIWKLY	1,008.22	1,485.70
	ANNUAL	26,214	38,628
C19	HOURLY	13.2329	19.4998
	BIWKLY	1,058.63	1,559.98
	ANNUAL	27,524	40,560

The hourly rates are the March 21, 1993 rates multiplied by 101.5%. 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 - EFFECTIVE JUNE 27, 1993  
SCHEDULE OF PAY GRADES - AFSCME LOCAL 3279

PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
C06 10.4962	HOURLY	7.1231	
	BIWKLY	569.85	839.70
	ANNUAL	14,816	21,832
C07 11.0211	HOURLY	7.4790	
	BIWKLY	598.32	881.69
	ANNUAL	15,556	22,924
C08	HOURLY	7.8531	11.5721
	BIWKLY	628.25	925.77
	ANNUAL	16,334	24,070
C09	HOURLY	8.2457	12.1507
	BIWKLY	659.66	972.06
	ANNUAL	17,151	25,273
C10	HOURLY	8.6580	12.7582
	BIWKLY	692.64	1,020.66
	ANNUAL	18,009	26,537
C11	HOURLY	9.0908	13.3962
	BIWKLY	727.26	1,071.70
	ANNUAL	18,909	27,864
C12	HOURLY	9.5454	14.0660
	BIWKLY	763.63	1,125.28
	ANNUAL	19,854	29,257
C13	HOURLY	10.0225	14.7693
	BIWKLY	801.80	1,181.54
	ANNUAL	20,847	30,720
C14	HOURLY	10.5237	15.5078
	BIWKLY	841.90	1,240.62
	ANNUAL	21,889	32,256
C15	HOURLY	11.0499	16.2831
	BIWKLY	883.99	1,302.65
	ANNUAL	22,984	33,869
C16	HOURLY	11.6025	17.0973
	BIWKLY	928.20	1,367.78
	ANNUAL	24,133	35,562

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
C17	HOURLY	12.1825	17.9521
	BIWKLY	974.60	1,436.17
	ANNUAL	25,340	37,340
C18	HOURLY	12.7917	18.8498
	BIWKLY	1,023.34	1,507.98
	ANNUAL	26,607	39,208
C19	HOURLY	13.4314	19.7923
	BIWKLY	1,074.51	1,583.38
	ANNUAL	27,937	41,168

The hourly rates are the June 13, 1993 rates multiplied by 101.5%. 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.

**NOTE:** Salary increases upon promotion or reallocation and salary decreases upon demotion shall be at the rate of ten percent (10%) and shall be applied in accordance with the Personnel Law. For purposes of a Step Reduction imposed as discipline, a step shall consist of five percent (5%) and such reductions shall be applied in accordance with the Personnel Law.

## II. Merit Increases For Fiscal Years 1992 and 1993

### A. FY 1992

Effective July 1, 1991, merit increases for employees covered by this salary schedule shall be suspended for the entire 1992 Fiscal Year. That is, employees whose anniversary dates occur on any date from July 1, 1991 through June 30, 1992 inclusive, shall receive no merit increases.

### B. FY 1993

Effective July 1, 1992, merit increases shall be reinstated prospectively for employees covered by this salary schedule. Merit increases for employees who earn less than the maximum of their grade shall be granted at a rate of three and a half percent (3.5%), in accordance with the Personnel Law. Employees will continue to receive 3.5% merit increases until one of the following occurs:

- a) They reach the maximum;
- b) The 3.5% increase would establish the hourly rate one percent (1%) or less below the maximum, in which case the hourly rate will be automatically adjusted upward to the maximum; or
- c) The 3.5% merit adjustment would cause an employee's salary rate to exceed the maximum rate established for that grade, in which case the employee's salary will instead be adjusted to equal the maximum applicable rate.

## III. Probationary Period

The probationary period for new employees shall be regarded as an integral part of the training process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of an employee to the employee's position and for dis-qualifying any employee whose performance and conduct is not satisfactory.

The probationary period for new employees covered by this Salary Schedule who are hired into positions other than "dually-allocated" positions shall be for a period of six (6)

months from the date of employment. For all other employees covered by this Salary Schedule who are hired into a "dually-allocated" position, the probationary period shall begin with the date of employment and continue until the employee either advances to the second level of the allocation or is terminated. Where an employee covered by this Salary Schedule is hired into a position that has specifically been designated as a "dually-allocated" position, the employee shall be entitled to move to the second level of the allocation upon serving the requisite time-in-grade for the position provided that the employee has also received satisfactory performance evaluations while working at the first level. The parties also recognize that management has the right to hire employees into jobs in a classification that is dually-allocated on a "non-dual allocation" basis, and in these cases, the foregoing provision does not apply (i.e., the probationary period is the normal six months).

At any time during the probationary period the Employer may remove an employee if in the Employer's opinion the employee is unwilling or unable to perform the duties of the position satisfactorily or that the employee's habits and lack of dependability do not merit continued employment with the Employer.

When dismissing a probationary employee, the Employer will follow the procedures set forth in Sections 16-171(c)(1), (2) and (3) of the County Personnel Law. This shall not be interpreted as subjecting any termination of a probationary employee to the grievance procedure contained in the Agreement.

In addition to the type of extension permitted under Personnel Law Section 16-172, the parties may agree to extend for a period of up to sixty (60) calendar days an employee's probationary period. The Union and the affected employee shall receive a copy of the notice extending the employee's probationary period.

#### IV. Work Hours

##### A. Hours of Work

Except for employees working in special operations, the regular work day shall consist of a shift of eight (8) consecutive hours, excluding an unpaid meal period, within a twenty-four (24) hour period, and the normal workweek shall consist of five (5) consecutive days Monday through Friday. Employees engaged in special operations are defined as employees engaged in an operation for which there is regularly scheduled employment in excess of five (5) work days in any seven (7) day period, or in excess of eight (8) hours in a workday, provided that any such employee will be compensated for hours worked in excess of forty (40) hours in a workweek pursuant to Article V.

B. Rest Period

All department heads shall establish a reasonable and fair departmental break period policy to be effective within the first thirty (30) days after the execution of the Agreement. In no event shall any such break period policies interfere with or prevent the efficient conduct of County business.

V. Overtime Compensation

Employees shall be compensated for overtime worked as follows:

a. Employees will be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for time they are required to work in excess of forty (40) hours in a workweek.

b. All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime work they are required to work on their seventh (7th) consecutive day of work.

c. All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime work they are required to work on Sundays.

d. All leave with pay shall be considered time worked in the computation of overtime.

For purposes of computing overtime, paid leave hours and all holiday hours (worked or unworked) for which an employee is compensated, shall be regarded as hours worked.

At the option of the employee and with the approval of the County, employees covered by this Salary Schedule may elect to receive compensatory leave at the appropriate overtime rate for each overtime hour worked. For purposes of this provision and other compensatory leave provisions of this Salary Schedule, compensatory leave will be scheduled at mutually agreeable times. The parties agree that this paragraph will be administered consistent with the requirements of the Fair Labor Standards Act and the County's rules and regulations.

Employees who without an intervening break work three (3) hours or more beyond their regular work shift of eight (8) hours shall receive a paid one-half (1/2) hour meal period. For every four (4) consecutive hours of work thereafter, employees shall receive an additional one-half (1/2) hour paid meal period. Employees who work three (3) or more hours overtime consecutive to the end of their shift may receive a meal allowance of up to ten dollars (\$10.00) by providing the Department with a receipt for the meal.

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

Overtime can be worked only when the needs of the workload demand it and the type of work to be performed must dictate the selection of employees. The selections should be made, so far as the circumstances will permit, from qualified employees who are capable of doing the particular work. Circumstances and previous practices should be considered in deciding which group or groups should reasonably be called upon to do particular work. Such selections should be made and overtime should be allotted amongst the employees in as fair and equitable a manner as circumstances and the job requirements will permit within the appropriate class.

#### VI. Call-In and Differential Pay

Employees called in to work outside their regular shift shall receive a minimum of two (2) hours pay at the applicable rate of pay.

Effective the first full pay period beginning on or after July 1, 1991, employees covered by this Salary Schedule and regularly assigned to night or shift work shall be paid ninety cents (90¢) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. Employees eligible for shift differential pay shall receive that pay for all paid status hours, to include approved paid leave hours and holidays.

#### VII. Holiday Pay

An employee required to work on the day of holiday observance which coincides with his regularly scheduled work day shall be paid for all hours actually worked on the holiday at the rate of one and one-half (1 1/2) times his base hourly rate of pay in addition to his holiday pay. An employee required to work on the day of holiday observance which coincides with his regularly scheduled day off shall be paid for all hours worked at one and one-half (1 1/2) times his base hourly rate. In addition, the employee shall receive another day off.

#### VIII. Temporary Assignments

Employees who are required to perform duties of a higher job classification after ten (10) consecutive work days shall be compensated retroactively at the rate of that higher classification. No employee shall be required to perform such

work for more than one hundred twenty (120) days in any one calendar year.

The County shall not schedule work to intentionally circumvent the provisions of this article.

This article shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully.

IX. Annual Leave

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

- a. During the first three (3) years of service      13 days
- b. After three (3) years but less than fifteen (15) years of service      20 days
- c. After fifteen (15) years of service and above      26 days

Employees who work on a year round part-time basis with a scheduled workweek of twenty (20) hours or more shall accrue leave in proportion to the hours worked.

All employees may accumulate up to 920 hours of annual leave.

Employees will be required to use their accumulated compensatory leave before using annual leave.

Employees shall accumulate annual leave while serving probationary period, but shall not be granted annual leave during the first ninety (90) days of service with the employer. The employee shall earn a leave credit at the appropriate rate as indicated above which may be granted after the employee's ninetieth (90th) calendar day of service. Any absence during the first ninety (90) days of service, except due to illness (chargeable to sick leave) or for administrative reasons, shall be charged as leave without pay.

Annual leave shall be requested as far in advance as possible and approved no less than one (1) working day in advance of use; provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for the leave. Upon request, annual leave shall be granted based upon the employer's operational needs. If the nature of the employer's operations makes it necessary to limit the number of employees on vacation at one time, the employee with the greater seniority will be given the choice of vacation periods in the event of any conflict over vacation periods.

An employee who has completed the first ninety (90) days of employment with the employer, and terminates employment shall receive a lump sum payment for the annual leave balance credit accumulated through the last full pay period immediately prior to the employee's separation.

Approved vacation requests shall not be subject to cancellation except in cases of emergency as determined by the Department Director, and employees covered by this Salary Schedule will not be called in to work while on vacation except in cases of emergency as determined by the Department Director.

An employee whose vacation approval is canceled or who is called in from vacation will be reimbursed by the Employer for the costs of any reservations he made subsequent to the approval of his vacation request provided that the Employee provides adequate proof of the incurrence 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.

An employee whose vacation request has been approved may not cancel his approved leave without the prior written approval of Management.

Any holiday as defined in this Salary Schedule that falls within an employee's scheduled vacation will not be charged to the employee's vacation leave.

An employee who becomes ill, injured, or hospitalized while on vacation leave shall be able to use sick leave in lieu of vacation leave for the duration of the illness, injury or hospitalization provided that:

A written request to charge such time to sick leave is submitted to his department within ten (10) working days of the end of that employee's approved vacation leave, and;

The request is accompanied by a Doctor's certificate specifying the nature and duration of the employee's illness, injury and/or hospitalization.

X. Sick Leave

Full-time employees shall accrue one and one-quarter (1-1/4) days of sick leave per month. Part-time employees who work twenty (20) hours or more per week shall accrue sick leave in proportion to the amount of time worked; however, an employee who works less than twenty (20) hours per week shall not be entitled to sick leave.

There shall be no limit on the amount of sick leave an eligible employee may accumulate.

Sick leave shall be allowed in case of actual sickness or disability of the employee which incapacitates the employee so that the employee is unable to perform the regular duties of employment; or of actual sickness or disability of the employee's spouse or dependent children; or because of necessary employee appointments with physicians, dentists or optometrists. The Employer may require proof of the reason for which sick leave was taken when the Employer has reasonable cause to believe that an employee may be abusing sick leave privileges.

Request for use of sick leave for physician, dentist or optometrist appointments shall be made to the Employer in advance. Requests for sick leave in all other cases shall be made in advance whenever it is possible, no later than within the first hour of the start of the employee's workday.

Sick leave will be retained in an employee's account for a period of two (2) years in the event the employee is separated due to a Reduction-in- Force.

Employees covered by this Salary Schedule shall be entitled to a lump sum cash payment for their accrued unused sick leave

balance upon separation from County service by non-disciplinary separation, provided proper notice of resignation is given. Such payment shall be computed by taking the total number of unused sick leave hours as of separation, multiplying by the final base hourly rate of pay and dividing by two (2).

For employees who elect this payment, a zero sick leave balance shall be recorded upon separation. Such payment election shall be in lieu of crediting sick leave toward the pension plan, or of retaining a sick leave balance in the event of return to County service.

Any employee covered by this Salary Schedule who uses no sick leave during any continuous twelve (12) month period covered by this Salary Schedule shall be paid upon request for up to sixteen (16) hours of sick leave and the hours so paid will be deducted from the employee's sick leave record. An employee covered by this Salary Schedule who qualifies and elects to be paid under this section must notify the County in writing of his/her election within thirty (30) days of the close of any twelve (12) month period specified herein.

The Union shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual leave by employees covered by this Salary Schedule. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Salary Schedule with a zero leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave as stated under Article XIII.

The administration of this sick leave bank shall be the responsibility of the Union. The County agrees to maintain the records of the sick leave bank and shall only be required to transfer sick leave from the bank to the account of an eligible employee upon receiving proper written authorization from the Union that the sick leave is to be transferred and after verification that the receiving employee has met all the necessary conditions of eligibility.

In addition to the sick leave bank, employees will be permitted to donate sick leave directly to other employees in accordance with the County Personnel Law and procedures.

#### XI. Personal Leave

As provided by the Personnel Law, one paid personal leave day per leave year shall be granted to each employee eligible for annual leave. The personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of

employment.

XII. Military Leave

Military Leave with pay not to exceed fifteen (15) calendar days per year shall be granted to reservists or members of the National Guard ordered to active training duty. In addition, the employer shall grant an additional thirty (30) calendar days to an employee who may be called up during a national emergency, or an emergency declared by an appropriate governmental jurisdiction.

To receive payment the employee shall, prior to leave or, within ten (10) working days of his return from leave, supply a copy of his official orders to the Employer.

XIII. Bereavement Leave

In the event of the death of an employee's parent, parent-in-law, son or daughter-in-law, spouse, child or grandchild, brother, sister or grand parents, the employee may take up to four (4) working days leave for bereavement. The first leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave.

XIV. Jury Duty

An employee who is required to perform jury service in any court (Federal or State) shall be paid his regular salary. If after reporting for jury duty, it is determined that the employee's services are not required and the employee is dismissed from jury duty for the day, employee must return to his regular work for the remainder of the day.

XV. Leave of Absence

Employees shall be eligible to request a leave of absence after one (1) month service with the County.

Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor.

The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the leave of absence is approved authorization for a leave of absence shall be furnished to the employee by the employer in writing. In addition to accruing seniority while on any leave of absence granted under the provisions of this Salary Schedule, where possible, employees shall be returned to the job they held at the time the leave was requested.

XVI. Maternity Leave

Employees may take any combination of approved leave, including leave without pay, up to one hundred twenty (120) days, for maternity leave, and such period may be extended at the discretion of the Employer upon the written request of the employee, up to a maximum of one hundred eighty (180) days, (including the first one hundred twenty (120) days). Where leave without pay is granted to an employee under this provision the employee will be advised at the time the leave is granted as to whether or not the employee will be able to return to the job she held at the time the leave without pay was requested. If the employee is not returned to her former job after being on approved leave without pay, she will return to a position within the same pay grade and, where possible, the employee will be returned to the job she held at the time the leave was requested. At the discretion of the Employer, a part-time schedule may be worked out between the Employer and the Employee.

XVII. Paternal Leave

In addition to the use of sick leave for the use of paternity as provided under the Personnel Law, the father of a child may also take parental leave pursuant to the provisions of Section 16-225-1 of the Personnel Law.

XVIII. 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.

XIX. Civic Duty Leave

An employee subpoenaed to appear before a court, public body or commission on matters relating to the business of the Employer shall be granted leave of absence with pay for the period required to respond to the subpoena.

XX. Voting Time 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.

XXI. Holiday Leave

The term holiday as used in this Salary Schedule shall refer to the following days:

1. New Year's Day;
2. Martin Luther King's Birthday;

3. Presidential Inauguration Day;
4. Washington's Birthday;
5. Memorial Day;
6. Independence Day;
7. Labor Day;
8. County Employees' Appreciation Day
9. Columbus Day;
10. Veteran's Day;
11. General Election Day;
12. Thanksgiving Day; and
13. Christmas Day

The County Executive shall establish the dates of observance for each of the regular holidays listed above.

Full-time employees covered by this Salary Schedule shall be granted holiday leave with pay on observed holidays. Part-time employees covered by this Salary Schedule shall be granted holiday leave with pay in proportion to the number of hours worked, provided that any such employee shall have worked a minimum of forty (40) hours during the full pay period immediately preceding the pay period within which the holiday is observed. Any full-time or part-time employee on approved, paid leave on the day a holiday occurs shall be considered on holiday leave for that day and shall be paid at the regular hourly rate of pay. To be eligible to receive holiday leave pay an employee must be in a pay status the last regular work day before and the first regular work day after the day of holiday observance.

When an employee's regularly scheduled day off coincides with the day of holiday observance, he shall be entitled to another day off.

An employee required to work on the day of holiday observance which coincides with his regularly scheduled work day shall be paid for all hours actually worked on the holiday at the rate of one and one-half (1 1/2) times his base hourly rate of pay in addition to his holiday pay. An employee required to work on the day of holiday observance which coincides with his regularly scheduled day off shall be paid for all hours worked at one and one-half (1 1/2) times his base hourly rate. In addition, the employee shall receive another day off.

#### XXII. Union Business Leave

To the extent that an AFSCME represented employee is appointed a Chief Steward pursuant to the terms of the labor agreement between the County and AFSCME Council 67 and its Local 3279, that Chief Steward shall be responsible for labor relations activities associated with the administration of this Agreement. Furthermore, he/she shall be responsible for coordinating and processing of grievances for all the Local

Unions, and shall conduct activities to avoid overlapping or duplicating services of any other union representatives. These activities shall be conducted without disrupting the work of any County employees who are not directly involved.

The County shall grant, after request to and approval of the department head, administrative leave for attendance at regularly scheduled Union conventions and/or conferences for employees officially designated as Union delegates during any one (1) calendar year. Two (2) Local delegates for employees covered by this Salary Schedule shall be approved for not more than six (6) days administrative leave for attendance at such conventions and/or conferences, and such leave shall not be unreasonably withheld.

Additionally, employees who are duly elected Local Union stewards, Local Union officers (President, Vice-President, Secretary and Treasurer), Local Union Board Members (up to 3 such members per Local) and Council 67 Executive Board Members shall be approved for not more than two (2) days administrative leave per calendar year to attend official Union sponsored training classes.

When requesting leave under this article, the Union must adhere to the following procedures: Not less than ten (10) working days before the event for which leave is requested, the Union will provide the Office of Labor Relations with a written request for the leave, indicating the event and the date(s) it will take place, the amount of leave requested and the names of employees for whom it is requesting administrative leave, noting their department(s), Union Local(s), and the capacity in which they will be attending the event. The Office of Labor Relations will forward the request to the affected department head(s) for approval. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld.

Employees selected to any Union office or selected by the Union to do work which takes them from their employment must request the County's approval at least two (2) weeks in advance of such unpaid leave, and the request shall stipulate the time of such leave of absence. In no case shall such Union business leave exceed one (1) year. The leave may be extended for an additional one (1) year by consent of the County in the same manner as originally requested. Such approval shall not be unreasonably withheld.

#### XXIII. Administration of Leave

Unless specifically altered herein, the provisions governing the administration of the above types of leave as well as other types of leave (administrative, disability, absence without leave) are specified in Division 17 of the Personnel Law and applicable Administrative Procedure 284.

The County's disability leave policy for employees covered by this Salary Schedule is administered pursuant to the provisions of Section 16- 224 of the Personnel Law and Administrative Procedure 284. Where, pursuant to Personnel Law Section 16-224 and Administrative Procedure 284, an employee is determined to be eligible for disability leave, the employee will have sick or other leave time used because of the injury restored subject to the conditions and limitations set forth in Section 16-224 and Administrative Procedure 284.

#### XXIV. Work Clothing

All permanent employees covered by this Salary Schedule who are employed by the Department of Environmental Resources at the Landfill Garage will be provided work clothing on a rental basis according to departmental policy.

All permanent employees covered by this Salary Schedule who are required by the County to wear safety shoes and who present appropriate proof of purchase of a pair of approved safety shoes shall be entitled to a reimbursement of up to eighty dollars (\$80.00) during FY92 and FY93 towards the purchase of the pair of shoes on a once a year basis.

Employees covered by this Salary Schedule who work as mechanics in the Office of Central Services, the Department of Environmental Resources and the Department of Public Works and Transportation are required to furnish and maintain their own mechanic's tools in a serviceable condition. To assist in defraying the expenses associated with this obligation, these employees will be provided with a tool allowance credit of twenty-five dollars (\$25.00) per month. An employee eligible for this allowance may order replacement mechanic's tools necessary for work in the department against the tool allowance credit up to the amount accrued and not expended. However, any unused tool allowance credit remaining at the end of a fiscal year shall not be carried over to the next year.

#### XXV. Health Insurance Coverage

The County shall contribute seventy-five percent (75%) to the cost of the County Managed Care Health Insurance Program (other than pre-paid group health plans) for any employee who elects to participate in one program. Participating employees shall contribute the remaining twenty-five (25%).

For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), the Employer shall contribute ninety percent (90%) 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 ten percent (10%).

Effective with contributions in June, 1992, for coverage beginning in July, 1992, the County shall contribute eighty-five percent (85%) 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 fifteen percent (15%).

Effective with contributions in June, 1993, for coverage beginning in July, 1993, 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%).

The County shall contribute ninety percent (90%) to the County deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).

Where an employee who is injured on the job has exhausted all available leave (including IOJ) and is granted an unpaid leave of absence pursuant to Article 33 (Leave of Absence) of the Agreement, the County will pay the Employer and employee share of the employee's health insurance during the leave of absence.

A Dental Plan (County Care) is available for all employees for which the employee pays the entire cost.

#### XXVI. Life Insurance Coverage

The County shall pay one hundred percent (100%) of the monthly premium for the County life insurance as authorized and in accordance with Section 16-212 of the Personnel Law. The County shall pay a death benefit of \$5,000 upon the death of any employee whose death results from an accidental injury arising out of and in the course of his/her employment.

The Employer agrees to provide, through its payroll department, a computer key for the payroll deduction of a union life insurance program, for the benefit of those employees who wish to participate in such a program, and who authorize in writing the deduction of premiums for such a program from their pay.

#### XXVII. Unemployment Insurance

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

XXVIII. Retirement Contributions

Employees paid in accordance with this Salary Schedule and who are eligible for enrollment 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.

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.

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

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

XXIX. Supplemental Retirement Benefit

Effective July 1, 1992, employees covered by the Salary Schedule who are participating in the Supplemental Pension Plan for General Schedule employees will be transferred to the Supplemental Pension Plan for employees covered by the labor agreement between the County and AFSCME Council 67 and its Locals 2462 and 2735 and will participate in the Plan on the same basis (in terms of funding, vesting etc.) and at the same rate of benefit accrual as employees covered by the Agreement with Council 67 and its Locals 2735 and 2462.

XXX. Social Security

Effective January 1, 1992 the County, and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 7.65% of the first \$53,400 and 1.45% of the remainder up to \$125,000 paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

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.

XXXI. Worker's Compensation

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Worker's Compensation Law, Article 101, Annotated Code of Maryland.

XXXII. 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.

XXXIII. 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 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.

**NOTE:** The attached Addendum to Memorandum of Understanding is available in hard copy only.