

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1999 Legislative Session

Resolution No. CR-60-1999

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Estepp, Scott, Shapiro, Wilson, Russell and Bailey

Co-Sponsors _____

Date of Introduction October 19, 1999

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits – Council 67, American Federation
3 of State, County and Municipal Employees, AFL-CIO, and it affiliated Locals 2462 and 2735

4 For the purpose of amending the Salary Plan of the County to reflect the terms of labor
5 agreements by and between Prince George's County and AFSCME Locals 2462 and 2735.

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

9 WHEREAS, the Salary Plan must at this time be amended by the approval of a salary
10 schedule to reflect the terms of labor agreements by and between Prince George's County and
11 AFSCME Locals 2462 and 2735.

12 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
13 County, Maryland, that Salary Schedule A submitted and recommended by the County Executive
14 on October 15, 1999, which is attached hereto and made a part thereof, setting forth the
15 following modifications: merit increases and cost of living adjustments for Fiscal Years 2000
16 and 2001; wage scale adjustments; and further modifications to shift differential pay, clothing
17 allowance, personal leave, bereavement leave, and health benefits, be and the same is hereby
18 approved.

Adopted this 23rd day of November, 1999.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
M. H. Jim Estepp
Chairman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

SALARY SCHEDULE A

SCHEDULE OF PAY GRADES - AFSCME LOCALS 2462 AND 2735

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 1999 - JUNE 30, 2001

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1. SCHEDULED PAY RATES

SALARY SCHEDULE A – LOCALS 2462 AND 2735 EFFECTIVE JULY 4, 1999 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>SEN</u>	<u>SEN+</u>
A01					
HOURLY	7.3038	8.1500	9.0852	10.1243	11.1367
BIWEEKLY	584.30	652.00	726.82	809.94	890.94
ANNUAL	15,192	16,952	18,897	21,059	23,164
A02					
HOURLY	7.6790	8.5508	9.5453	10.6290	11.6920
BIWEEKLY	614.32	684.06	763.62	850.32	935.36
ANNUAL	15,972	17,786	19,854	22,108	24,319
A03					
HOURLY	8.0461	8.9812	10.0203	11.1634	12.2799
BIWEEKLY	643.69	718.50	801.62	893.07	982.39
ANNUAL	16,736	18,681	20,842	23,220	25,542
A04					
HOURLY	8.4616	9.4415	10.5103	11.7275	12.9003
BIWEEKLY	676.93	755.32	840.82	938.20	1,032.02
ANNUAL	17,600	19,638	21,861	24,393	26,833
A05					
HOURLY	8.8771	9.9016	11.0447	12.3064	13.5370
BIWEEKLY	710.17	792.13	883.58	984.51	1,082.96
ANNUAL	18,464	20,595	22,973	25,597	28,157
A06					
HOURLY	9.3226	10.2577	11.2823	12.4104	13.6516
BIWEEKLY	745.81	820.62	902.58	992.83	1,092.13
ANNUAL	19,391	21,336	23,467	25,814	28,395
A07					
HOURLY	9.7828	10.7629	11.8462	13.0337	14.3372
BIWEEKLY	782.62	861.03	947.70	1,042.70	1,146.98
ANNUAL	20,348	22,387	24,640	27,110	29,821
A08					
HOURLY	10.2727	11.3119	12.4398	13.6720	15.0418
BIWEEKLY	821.82	904.95	995.18	1,093.76	1,203.34
ANNUAL	21,367	23,529	25,875	28,438	31,287
A09					
HOURLY	10.7923	11.8760	13.0636	14.3699	15.8071
BIWEEKLY	863.38	950.08	1,045.09	1,149.59	1,264.57
ANNUAL	22,448	24,702	27,172	29,889	32,879

<u>GRADE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>SEN</u>	<u>SEN+</u>
A10					
HOURLY	11.3266	12.4699	13.7168	15.0824	16.5906
BIWEEKLY	906.13	997.59	1,097.34	1,206.59	1,327.25
ANNUAL	23,559	25,937	28,531	31,371	34,508
A11					
HOURLY	11.8908	13.0933	14.3996	15.8394	17.4234
BIWEEKLY	951.26	1,047.46	1,151.97	1,267.15	1,393.87
ANNUAL	24,733	27,234	29,951	32,946	36,241
A12					
HOURLY	12.4846	13.7465	15.1122	16.6264	18.2893
BIWEEKLY	998.77	1,099.72	1,208.98	1,330.11	1,463.14
ANNUAL	25,968	28,593	31,433	34,583	38,042
A13					
HOURLY	13.1227	14.4294	15.8693	17.4575	19.2033
BIWEEKLY	1,049.82	1,154.35	1,269.54	1,396.60	1,536.26
ANNUAL	27,295	30,013	33,008	36,312	39,943
A14					
HOURLY	13.7762	15.1568	16.6712	18.3336	20.1669
BIWEEKLY	1,102.10	1,212.54	1,333.70	1,466.69	1,613.35
ANNUAL	28,654	31,526	34,676	38,134	41,947
A15					
HOURLY	14.4589	15.9140	17.5023	19.2538	21.1793
BIWEEKLY	1,156.71	1,273.12	1,400.18	1,540.30	1,694.34
ANNUAL	30,075	33,101	36,405	40,048	44,053
A16					
HOURLY	15.1864	16.7008	18.3780	20.2040	22.2243
BIWEEKLY	1,214.91	1,336.06	1,470.24	1,616.32	1,777.94
ANNUAL	31,588	34,738	38,226	42,024	46,227
A17					
HOURLY	15.9435	17.5320	19.2984	21.2135	23.3346
BIWEEKLY	1,275.48	1,402.56	1,543.87	1,697.08	1,866.77
ANNUAL	33,162	36,467	40,141	44,124	48,536
A18					
HOURLY	16.7452	18.4078	20.2486	22.2824	24.5106
BIWEEKLY	1,339.62	1,472.62	1,619.89	1,782.59	1,960.85
ANNUAL	34,830	38,288	42,117	46,347	50,982
A19					
HOURLY	17.5764	19.3282	21.2730	23.3956	25.7353
BIWEEKLY	1,406.11	1,546.26	1,701.84	1,871.65	2,058.82
ANNUAL	36,559	40,203	44,248	48,663	53,529

<u>GRADE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>SEN</u>	<u>SEN+</u>
A20					
HOURLY	18.4522	20.3080	22.3269	24.5685	27.0252
BIWEEKLY	1,476.18	1,624.64	1,786.15	1,965.48	2,162.02
ANNUAL	38,381	42,241	46,440	51,102	56,212
A21					
HOURLY	19.3726	21.3175	23.4550	25.8005	28.3805
BIWEEKLY	1,549.81	1,705.40	1,876.40	2,064.04	2,270.44
ANNUAL	40,295	44,340	48,786	53,665	59,031
A22					
HOURLY	20.3524	22.3860	24.6276	27.0772	29.7849
BIWEEKLY	1,628.19	1,790.88	1,970.21	2,166.18	2,382.79
ANNUAL	42,333	46,563	51,225	56,321	61,953
A23					
HOURLY	21.3621	23.4997	25.8449	28.4431	31.2874
BIWEEKLY	1,708.97	1,879.98	2,067.59	2,275.45	2,502.99
ANNUAL	44,433	48,879	53,757	59,162	65,078
A24					
HOURLY	22.4307	24.6724	27.1514	29.8534	32.8385
BIWEEKLY	1,794.46	1,973.79	2,172.11	2,388.27	2,627.08
ANNUAL	46,656	51,319	56,475	62,095	68,304
A25					
HOURLY	23.5590	25.9044	28.5024	31.3527	34.4878
BIWEEKLY	1,884.72	2,072.35	2,280.19	2,508.22	2,759.02
ANNUAL	49,003	53,881	59,285	65,214	71,735
A26					
HOURLY	24.7318	27.2109	29.9276	32.9260	36.2186
BIWEEKLY	1,978.54	2,176.87	2,394.21	2,634.08	2,897.49
ANNUAL	51,442	56,599	62,249	68,486	75,335

The hourly rates are the July 5, 1998 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE K – LOCALS 2462 AND 2735
FISCAL YEAR 2000 – SALARY RATE STRUCTURE TRANSITION
IN EFFECT JULY 1, 1999
PRINCE GEORGE'S COUNTY, MARYLAND**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
K01		
HOURLY	7.3038	11.1367
BIWEEKLY	584.30	890.94
ANNUAL	15,192	23,164
K02		
HOURLY	7.6790	11.6920
BIWEEKLY	614.32	935.36
ANNUAL	15,972	24,319
K03		
HOURLY	8.0461	12.2799
BIWEEKLY	643.69	982.39
ANNUAL	16,736	25,542
K04		
HOURLY	8.4616	12.9003
BIWEEKLY	676.93	1,032.02
ANNUAL	17,600	26,833
K05		
HOURLY	8.8771	13.5370
BIWEEKLY	710.17	1,082.96
ANNUAL	18,464	28,157
K06		
HOURLY	9.3226	13.6516
BIWEEKLY	745.81	1,092.13
ANNUAL	19,391	28,395
K07		
HOURLY	9.7828	14.3372
BIWEEKLY	782.62	1,146.98
ANNUAL	20,348	29,821
K08		
HOURLY	10.2727	15.0418
BIWEEKLY	821.82	1,203.34
ANNUAL	21,367	31,287
K09		
HOURLY	10.7923	15.8071
BIWEEKLY	863.38	1,264.57
ANNUAL	22,448	32,879

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
K10		
HOURLY	11.3266	16.5906
BIWEEKLY	906.13	1,327.25
ANNUAL	23,559	34,508
K11		
HOURLY	11.8908	17.4234
BIWEEKLY	951.26	1,393.87
ANNUAL	24,733	36,241
K12		
HOURLY	12.4846	18.2893
BIWEEKLY	998.77	1,463.14
ANNUAL	25,968	38,042
K13		
HOURLY	13.1227	19.2033
BIWEEKLY	1,049.82	1,536.26
ANNUAL	27,295	39,943
K14		
HOURLY	13.7762	20.1669
BIWEEKLY	1,102.10	1,613.35
ANNUAL	28,654	41,947
K15		
HOURLY	14.4589	21.1793
BIWEEKLY	1,156.71	1,694.34
ANNUAL	30,075	44,053
K16		
HOURLY	15.1864	22.2243
BIWEEKLY	1,214.91	1,777.94
ANNUAL	31,588	46,227
K17		
HOURLY	15.9435	23.3346
BIWEEKLY	1,275.48	1,866.77
ANNUAL	33,162	48,536
K18		
HOURLY	16.7452	24.5106
BIWEEKLY	1,339.62	1,960.85
ANNUAL	34,830	50,982
K19		
HOURLY	17.5764	25.7353
BIWEEKLY	1,406.11	2,058.82
ANNUAL	36,559	53,529

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
K20		
HOURLY	18.4522	27.0252
BIWEEKLY	1,476.18	2,162.02
ANNUAL	38,381	56,212
K21		
HOURLY	19.3726	28.3805
BIWEEKLY	1,549.81	2,270.44
ANNUAL	40,295	59,031
K22		
HOURLY	20.3524	29.7849
BIWEEKLY	1,628.19	2,382.79
ANNUAL	42,333	61,953
K23		
HOURLY	21.3621	31.2874
BIWEEKLY	1,708.97	2,502.99
ANNUAL	44,433	65,078
K24		
HOURLY	22.4307	32.8385
BIWEEKLY	1,794.46	2,627.08
ANNUAL	46,656	68,304
K25		
HOURLY	23.5590	34.4878
BIWEEKLY	1,884.72	2,759.02
ANNUAL	49,003	71,735
K26		
HOURLY	24.7318	36.2186
BIWEEKLY	1,978.54	2,897.49
ANNUAL	51,442	75,335

The minimum hourly rates are the July 4, 1999 rates. The maximum hourly rates are the July 4, 1999 Sen + rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE A – LOCALS 2462 AND 2735
EFFECTIVE OCTOBER 8, 2000
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A01		
HOURLY	7.3768	11.2481
BIWEEKLY	590.15	899.85
ANNUAL	15,344	23,396
A02		
HOURLY	7.7558	11.8089
BIWEEKLY	620.46	944.71
ANNUAL	16,132	24,563
A03		
HOURLY	8.1266	12.4027
BIWEEKLY	650.12	992.22
ANNUAL	16,903	25,798
A04		
HOURLY	8.5462	13.0293
BIWEEKLY	683.70	1,042.34
ANNUAL	17,776	27,101
A05		
HOURLY	8.9659	13.6724
BIWEEKLY	717.27	1,093.79
ANNUAL	18,649	28,439
A06		
HOURLY	9.4158	13.7881
BIWEEKLY	753.27	1,103.05
ANNUAL	19,585	28,679
A07		
HOURLY	9.8806	14.4806
BIWEEKLY	790.45	1,158.45
ANNUAL	20,552	30,120
A08		
HOURLY	10.3754	15.1922
BIWEEKLY	830.03	1,215.38
ANNUAL	21,581	31,600
A09		
HOURLY	10.9002	15.9652
BIWEEKLY	872.02	1,277.21
ANNUAL	22,672	33,208

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A10		
HOURLY	11.4399	16.7565
BIWEEKLY	915.19	1,340.52
ANNUAL	23,795	34,854
A11		
HOURLY	12.0097	17.5976
BIWEEKLY	960.78	1,407.81
ANNUAL	24,980	36,603
A12		
HOURLY	12.6094	18.4722
BIWEEKLY	1,008.76	1,477.78
ANNUAL	26,228	38,422
A13		
HOURLY	13.2539	19.3953
BIWEEKLY	1,060.31	1,551.63
ANNUAL	27,568	40,342
A14		
HOURLY	13.9140	20.3686
BIWEEKLY	1,113.12	1,629.49
ANNUAL	28,941	42,367
A15		
HOURLY	14.6035	21.3911
BIWEEKLY	1,168.28	1,711.29
ANNUAL	30,375	44,493
A16		
HOURLY	15.3383	22.4465
BIWEEKLY	1,227.06	1,795.72
ANNUAL	31,904	46,689
A17		
HOURLY	16.1029	23.5679
BIWEEKLY	1,288.23	1,885.44
ANNUAL	33,494	49,021
A18		
HOURLY	16.9127	24.7557
BIWEEKLY	1,353.01	1,980.46
ANNUAL	35,178	51,492
A19		
HOURLY	17.7522	25.9927
BIWEEKLY	1,420.17	2,079.41
ANNUAL	36,925	54,065

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A20		
HOURLY	18.6367	27.2955
BIWEEKLY	1,490.94	2,183.64
ANNUAL	38,764	56,775
A21		
HOURLY	19.5663	28.6643
BIWEEKLY	1,565.31	2,293.14
ANNUAL	40,698	59,622
A22		
HOURLY	20.5559	30.0827
BIWEEKLY	1,644.47	2,406.62
ANNUAL	42,756	62,572
A23		
HOURLY	21.5757	31.6003
BIWEEKLY	1,726.06	2,528.02
ANNUAL	44,877	65,729
A24		
HOURLY	22.6550	33.1669
BIWEEKLY	1,812.40	2,653.35
ANNUAL	47,122	68,987
A25		
HOURLY	23.7946	34.8327
BIWEEKLY	1,903.57	2,786.61
ANNUAL	49,493	72,452
A26		
HOURLY	24.9791	36.5808
BIWEEKLY	1,998.33	2,926.46
ANNUAL	51,957	76,088

The hourly rates are the July 1, 2000 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE A – LOCALS 2462 AND 2735
EFFECTIVE APRIL 8, 2001
PRINCE GEORGE'S COUNTY, MARYLAND**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A01		
HOURLY	7.4506	11.3606
BIWEEKLY	596.05	908.85
ANNUAL	15,497	23,630
A02		
HOURLY	7.8334	11.9270
BIWEEKLY	626.67	954.16
ANNUAL	16,293	24,808
A03		
HOURLY	8.2079	12.5267
BIWEEKLY	656.63	1,002.14
ANNUAL	17,072	26,056
A04		
HOURLY	8.6317	13.1596
BIWEEKLY	690.53	1,052.77
ANNUAL	17,954	27,372
A05		
HOURLY	9.0556	13.8091
BIWEEKLY	724.44	1,104.73
ANNUAL	18,836	28,723
A06		
HOURLY	9.5100	13.9260
BIWEEKLY	760.80	1,114.08
ANNUAL	19,781	28,966
A07		
HOURLY	9.9794	14.6254
BIWEEKLY	798.35	1,170.03
ANNUAL	20,757	30,421
A08		
HOURLY	10.4792	15.3441
BIWEEKLY	838.33	1,227.53
ANNUAL	21,797	31,916
A09		
HOURLY	11.0092	16.1249
BIWEEKLY	880.74	1,289.99
ANNUAL	22,899	33,540

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A10		
HOURLY	11.5543	16.9241
BIWEEKLY	924.34	1,353.93
ANNUAL	24,033	35,202
A11		
HOURLY	12.1298	17.7736
BIWEEKLY	970.38	1,421.89
ANNUAL	25,230	36,969
A12		
HOURLY	12.7355	18.6569
BIWEEKLY	1,018.84	1,492.55
ANNUAL	26,490	38,806
A13		
HOURLY	13.3864	19.5893
BIWEEKLY	1,070.92	1,567.14
ANNUAL	27,844	40,746
A14		
HOURLY	14.0531	20.5723
BIWEEKLY	1,124.25	1,645.78
ANNUAL	29,231	42,790
A15		
HOURLY	14.7495	21.6050
BIWEEKLY	1,179.96	1,728.40
ANNUAL	30,679	44,938
A16		
HOURLY	15.4917	22.6710
BIWEEKLY	1,239.33	1,813.68
ANNUAL	32,223	47,156
A17		
HOURLY	16.2639	23.8036
BIWEEKLY	1,301.11	1,904.29
ANNUAL	33,829	49,511
A18		
HOURLY	17.0818	25.0033
BIWEEKLY	1,366.55	2,000.26
ANNUAL	35,530	52,007
A19		
HOURLY	17.9297	26.2526
BIWEEKLY	1,434.38	2,100.21
ANNUAL	37,294	54,605

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A20		
HOURLY	18.8231	27.5685
BIWEEKLY	1,505.85	2,205.48
ANNUAL	39,152	57,342
A21		
HOURLY	19.7620	28.9509
BIWEEKLY	1,580.96	2,316.08
ANNUAL	41,105	60,218
A22		
HOURLY	20.7615	30.3835
BIWEEKLY	1,660.92	2,430.68
ANNUAL	43,184	63,198
A23		
HOURLY	21.7915	31.9163
BIWEEKLY	1,743.32	2,553.30
ANNUAL	45,326	66,386
A24		
HOURLY	22.8816	33.4986
BIWEEKLY	1,830.52	2,679.89
ANNUAL	47,594	69,677
A25		
HOURLY	24.0325	35.1810
BIWEEKLY	1,922.60	2,814.48
ANNUAL	49,988	73,177
A26		
HOURLY	25.2289	36.9466
BIWEEKLY	2,018.31	2,955.73
ANNUAL	52,476	76,849

The hourly rates are the October 8, 2000 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Bi-weekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

2. WAGES

A. Cost of Living Increase

Employees covered by this Agreement will receive a one percent (1%) increase to their base wages effective the beginning of the first full pay period beginning on or after July 1, 1999.

Employees covered by this Agreement will receive a one percent (1%) increase to their base wages effective the beginning of the first full pay period beginning on or after October 1, 2000.

Employees covered by this Agreement will receive a one percent (1%) increase to their base wages effective the beginning of the first full pay period beginning on or after April 1, 2001.

B. Merit Step Increase

Employees covered by this Salary Schedule received no credit toward merit increases during Fiscal Year 1996 and 1997. Therefore, the waiting period for their next merit increases on the A-Scale was increased by two (2) years.

C. Fiscal Year 2000: Salary Rate Structure Transition

During Fiscal Year 2000, employees covered by this Agreement will transition from the A-Scale salary rate structure, as governed by the Agreement between the parties for the period through June 30, 1999, to the Min-Max salary rate structure described below. The transition will occur in the following manner:

During Fiscal Year 2000, employees covered by this Agreement and otherwise eligible to receive a merit step increase will be given merit step increases in the following manner. Allowing for the lack of credit toward a merit increase on the A-Scale during Fiscal Years 1996 and 1997, an employee will receive all or a portion of a full step increase of ten percent (10%) depending on what proportion of the waiting period on the A-Scale the employee has fulfilled as of his/her anniversary date during Fiscal Year 2000. Specifically, employees in an A-Scale step with two, three or four year waiting periods will receive the following merit increases upon completing the:

1. First (1st) year of a two (2) year step merit increase rate is five percent (5%), which is one-half ($1/2$) of the old ten percent (10%) step merit increase. ($1/2 = 5\%$)

2. Second (2nd) year of a two (2) year step merit increase rate is ten percent (10%). ($2/2 = 10\%$)

3. First (1st) year of a three (3) year step merit increase rate is three and three-tenths percent (3.3%), which is one-third ($1/3$) of the old ten percent (10%) step merit increase. ($1/3 = 3.3\%$)

4. Second (2nd) year of a three (3) year step merit increase rate is six and six-tenths percent (6.6%), which is two-thirds (2/3) of the old ten percent (10%) step merit increase. (2/3 = 6.6%)

5. Third (3rd) year of a three (3) year step merit increase rate is ten percent (10%). (3/3 = 10%)

6. First (1st) year of a four (4) year step merit increase rate is two and five-tenths percent (2.5%), which is one-fourth (1/4) of the old ten percent (10%) step merit increase. (1/4 = 2.5%)

7. Second (2nd) year of a four (4) year step merit increase rate is five percent (5%), which is one-half (1/2) of the old ten percent (10%) step merit increase. (2/4 = 5%)

8. Third (3rd) year of a four (4) year step merit increase rate is seven and five-tenths percent (7.5%), which is three-fourths (3/4) of the old ten percent (10%) step merit increase. (3/4 = 7.5%)

9. Fourth (4th) year of a four (4) year step merit increase rate is ten percent (10%). (4/4 = 10%)

Effective beginning in Fiscal Year 2001, upon receiving a satisfactory performance evaluation, merit increases for employees who earn less than the maximum their grade will be granted a merit increase at the rate of three and a half percent (3.5%). Employees will continue to receive three and a half percent (3.5%) merit increases a year until they reach the maximum of their grade.

“A” SCALE
FOR
SCHEDULE OF PAY GRADES
FOR
AFSCME LOCALS 2462 and 2735

MIN-MAX SYSTEM

PAY PLAN DESCRIPTION AND GENERAL RULES

- A. Pay plan modifications effective Fiscal Year 2000.
- B. MIN-MAX pay plan derived as follows:
 - MINIMUM rate is the MINIMUM rate which will be effective as of Fiscal Year 2000.
 - MAXIMUM rate is the MAXIMUM rate which will be effective as of Fiscal Year 2000.

C. Merit increase for employees whose rate is between the MINIMUM rate and the MAXIMUM rate for their grade shall be granted at a rate of three and one-half percent (3.5%) in accordance with the Personnel Law. Employees will continue to receive three and one-half percent (3.5%) merit increases until one of the following occurs:

1. The employee reaches the MAXIMUM of his/her grade.
2. The three and one-half percent (3.5%) increase would establish their hourly rate one percent (1%) or less below the MAXIMUM rate in which case the hourly rate will instead be adjusted to equal the MAXIMUM applicable rate; or
3. The three and one-half percent (3.5%) merit adjustment would cause an employee's salary rated 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.

D. Employees within the MINIMUM to MAXIMUM rate range will receive a salary increase upon promotion or reallocation at the rate of two (2) five percent (5%) steps (that is, 10.25%) provided that the employee's salary rate upon promotion shall not be at a rate less than the MINIMUM rate or in excess of the MAXIMUM rate.

Employees within the MINIMUM rate to MAXIMUM rate range who are demoted will receive a salary decrease of two (2) five percent (5%) steps (that is, 10.25%), provided that in no event may the rate upon demotion be less than the MINIMUM rate or exceed the MAXIMUM rate of the new grade.

E. Employees covered by this Agreement and hired before July 1, 1999 will keep the anniversary dates that they held on July 1, 1999. For as long as they are continuously employed, employees hired on or after July 1, 1999 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.

F. Employees who are at the SEN+ rate as of June 30, 1999 will receive a one-time nonbase bonus payment of two hundred dollars (\$200.00) during the first full pay period beginning on or after July 1, 1999.

G. Employees who are at the MAX+ rate as of June 30, 2000 will receive a one-time nonbase bonus payment of two hundred dollars (\$200.00) during the first full pay period beginning on or after July 1, 2000.

D. Certification Programs

On a Departmental basis, the parties may develop and/or recognize other appropriate job related certification programs for employees covered by this Salary Schedule and make recommendations on job certification programs to the Department Director. Recommendations may include one-time payments of up to Five Hundred Dollars (\$500.00) plus reimbursement for reasonable and necessary expenses incurred to an employee who successfully completes the

recognized program. The Director has the complete discretion to implement the recommendations, implement them with modifications or reject them.

Construction Standards Inspectors will receive a five percent (5%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed the Building Officials and Code Administrators (BOCA) examinations listed immediately below:

1. One and two family dwelling building examination;
2. One and two family dwelling electrical examination;
3. One and two family dwelling mechanical examination;
4. One and two family dwelling plumbing examination;
5. Building general examination;
6. Fire protection general examination.

Construction Standards Inspectors who perform commercial electrical inspections will receive a five percent (5%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed both the BOCA One and Two Family Dwelling Electrical Examination and the BOCA Electrical General Examination.

Construction Standards Inspectors can receive only one (1) of the five percent (5%) increases provided for in the two paragraphs immediately above.

Construction Standards Inspectors in the Department of Public Works and Transportation will receive a five percent (5%) increase in their base hourly rates of pay provided that they substantiate to the Employer that they have passed a County recognized inspection certification program related to the Department of Public Works and Transportation inspection functions.

Survey Technicians in the Department of Public Works and Transportation will receive a five percent (5%) increase in their base hourly rates of pay provided that they substantiate to the Employer that they have passed a County recognized certification program related to the Department of Public Works and Transportation surveying functions.

Traffic Service Workers who complete a County recognized certificate program related to Department of Public Works and Transportation traffic operations, will receive a five percent (5%) increase in their base hourly rate of pay.

Employees whose job requires a hazardous materials certification will be granted four (4) hours of administrative leave to take the recertification examination every four (4) years.

3. 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 disqualifying 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. Management may require Construction Standards Inspectors, Property Standards Inspectors and Community Developers who are hired above the entry level to serve up to a nine (9) month probationary period. 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 (2nd) 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 (2nd) 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 (1st) level.

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.

4. 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 Section V. (Overtime Compensation)

The parties may confer on a Department by Department basis regarding flextime or alternative work schedules, and make recommendations on such matters to the Director, who may accept the recommendations, reject the recommendations, or accept them on a modified basis.

B. Snow and Ice Removal

1. The Director, at his/her sole discretion, may designate a snow and ice control operation as a special operation.

2. Where the Director has designated a snow and ice operation as a special operation, he/she may, at his/her discretion, schedule employees to work snow and ice removal operations in a manner which he/she believes is necessary for safe and efficient operations. Scheduled shifts will be posted before the end of each shift.

3. On days when the Director has designated snow and ice control as a special operation, employees who report to work at all times so required will be paid for all hours actually worked during what would be the employee's normal hours of work at the rate of pay normally applicable to those hours of work and for all hours of work actually worked outside of what would be the employee's normal hours of work at the appropriate overtime rate.

4. Where, pursuant to paragraph 2, above, employees who report at their normal starting time (e.g., 7:30 a.m.) on the first day of a snow and ice removal special operation are relieved of duty prior to completion of their regularly scheduled shift, the employees will be paid either administrative leave or compensatory leave at the straight time rate on an hour for hour basis for the balance of their regularly scheduled shift hours not actually worked. On subsequent days, employees who work fewer than a total of eight (8) hours during the day (whether straight time or overtime) will be paid the difference between the number of hours worked and eight (8) hours in administrative leave or compensatory leave at the straight time rate. In all cases, however, the employee will receive a minimum of eight (8) hours (overtime and straight time combined) of pay per day. The decision as to whether to pay compensatory or administrative leave is solely the Director's, provided, however, that any compensatory leave so earned will not be forfeited.

5. An employee who has an unexcused absence from work (i.e., AWOL) during any workweek in which these Snow and Ice Removal Provisions are involved will forfeit the benefits of these provisions and will be paid only for hours actually worked on snow and ice removal that week in accordance with the other terms of their Agreement.

6. Notwithstanding Section VII (Holiday Pay) when a holiday is observed on a day that a special operation is designated for snow and ice removal, any employee covered by this Salary Schedule who works on that day will be paid at the rate of two and one-half (2 1/2) times their regular rate for all hours worked when the special operation is in effect on that holiday.

C. 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.

5. 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.

To the extent permitted by applicable law, this provision applies to Animal Control Officers on standby/call-in only insofar as it is consistent with the provisions of Article 16 of the Agreement, and shall not apply to employees in the Emergency Service Plan in the Housing Authority, who shall be paid pursuant to the current Department agreement covering that work.

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 rate of one and one-half (1 1/2) hours for each overtime hour worked. For purposes of this provision and other compensatory leave provisions of this Salary Schedule, compensatory leave 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.

6. CALL-IN, DIFFERENTIAL PAY AND STANDBY

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

Except for snow/ice removal, if the employer directs any employee to stand by, the employee will receive one and one-half (1 1/2) hours of compensatory leave for each day on standby. Except for snow/ice removal, if the employer directs any employee covered by this salary schedule who works in the Storm Drain Management Division of the Department of Public Works and Transportation to stand by, the employee will receive one and on-half (1 1/2) hours of compensatory leave for each day on standby.

Employees covered by this Salary Schedule and regularly assigned to night or shift work shall be paid One Dollar and ten cents (\$1.10) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m. Notwithstanding the foregoing, the shift differential provided for herein will be paid to Animal Control Officers who work the evening shift for the hours they work after 3:00 p.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.

When the County is closed due to inclement weather and grants administrative leave to nonessential employees, essential employees who work their assigned shifts on that day will be granted the same number of hours of compensatory leave as nonessential employees were granted in administrative leave.

Employees covered by this Salary Schedule who are assigned to the Refuse Disposal Division or the Refuse Collection Division shall be paid a differential of One Dollar and ten cents (\$1.10) for each hour actually worked. This differential will also be paid, on the same basis, to all employees who normally receive it but who are temporarily assigned to emergency snow and ice removal, and it will also be paid to all other employees covered by this Salary Schedule for hours actually worked on emergency snow and ice removal. To the extent permitted by applicable law, the differential shall not be considered to be part of the employee's base rate nor shall it be applied to pay for nonproductive hours such as holiday pay, annual or sick leave pay, nor shall it be used for the purpose of computing retirement deductions, retirement and insurance benefits. However, Landfill employees with job assignments which make them eligible for the differential on a full-time permanent basis shall receive that pay for all paid status hours, including approved paid leave hours and holidays.

If the Employer directs an Animal Control Officer to standby, the Officer will be paid a total of two (2) hours of standby pay at the straight-time rate of pay for all hours on standby. The standby period shall be 10:00 p.m. through 7:00 a.m. the following morning. Time worked on call-out in excess of two (2) hours will be paid at the applicable rate.

7. HOLIDAY PAY

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/she shall be entitled to another day off.

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

8. TEMPORARY ASSIGNMENTS

Employees who are required to perform duties of a higher job classification after seven (7) 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 (1) calendar year.

The County shall not schedule work to intentionally 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. Training will not last more than forty-five (45) days unless agreed between the Union and the County for extension.

9. ANNUAL LEAVE

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

- | | |
|--|---------|
| 1. During the first three (3) years of service | 13 days |
| 2. After three (3) years but less than fifteen (15) years of service | 20 days |

3. 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.

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).

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 the paragraph immediately above.

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

Employees shall accumulate annual leave while serving their 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.

Vacation leave may be taken in increments of one-half (1/2) hour or more.

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.

10. 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.

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 (0) 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 Section XIV. (Bereavement Leave)

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.

11. SICK AND ANNUAL DISPOSITION UPON SEPARATION

The annual and sick leave balance accumulated by an employee shall, upon the employee's separation from employment, with proper notice of separation as determined by the employee's appointing authority, 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 leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);

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

3. Except in the case of any employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, 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 limitation:

a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in the 1996 leave year (i.e. January 4, 1997), or 360 hours, whichever is greater.

4. 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 1996 leave 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 of the employee's base hourly rates of pay as of January 4, 1997 leave year is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

5. 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.

6. 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 shall forfeit any sick leave hours accumulated at the time of the employee's separation.

7. Upon retirement, an employee shall be entitled to receive credit on an actuarial equivalent basis for unused sick leave for which an authorized cash payment has not been elected as creditable service in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, and the terms of any applicable County sponsored pension plan.

8. Upon retirement, employees covered by this Agreement may convert excess amounts of annual leave above the applicable amount to sick leave for pension credit under the State Retirement or Pension Plan.

12. PERSONAL LEAVE

Twenty-four hours personal leave per wage reporting year shall be granted to each employee eligible for annual leave. A 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. Transit Equipment Operators who take a personal leave day will be given sufficient leave to cover their scheduled work day. Personal leave may be taken in increments of four (4) hours.

13. 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/her return from leave, supply a copy of his/her official orders to the Employer.

14. 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 five (5) working days leave for bereavement. The first (1st) leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave.

15. JURY DUTY

An employee who is required to perform jury service in any court (Federal or State) shall be paid his/her 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/her regular work for the remainder of the day.

16. 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.

17. FAMILY AND MEDICAL LEAVE

Employees covered by this Salary Schedule are entitled to family and medical leave in accordance with the Personnel Law. (See Personnel Law Section 16-225.02)

18. 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.

19. 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.

20. 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.

21. 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. Thanksgiving Day; and,
12. Christmas Day

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

22. UNION BUSINESS LEAVE

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) fiscal year. Local delegates of Local 2462 (7) and Local 2735 (6) 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 fiscal year to attend official Union sponsored training classes.

When requesting leave under this Section, 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 Personnel and 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, Union Local(s), and the capacity in which they will be attending the event. The Office of Personnel and Labor Relations will forward the request to the affected department head 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 ten (10) working days 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.

23. 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, etc.) are specified in Division 17 of the Personnel Law and applicable Administrative Procedures.

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.

24. WORK CLOTHING AND TOOLS

All permanent employees of the Department of Public Works and Transportation, the Department of Environmental Resources and the Office of Central Services in bargaining units represented by Local 2462 will be provided work clothing on a rental basis according to departmental policy.

All permanent employees covered by this Agreement who are required by the County to wear safety shoes and who present appropriate proof of purchase for approved safety shoes shall be entitled to a reimbursement of up to Two Hundred Dollars (\$200.00) during the two (2) year period covered by this Agreement toward the purchase of approved safety shoes. At the option of the Department Director, an allowance may be paid instead of a reimbursement.

Employees covered by this Agreement 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 of Four Hundred Fifty Dollars (\$450.00) per year in a check during the second full pay period in July.

Employees of the Office of Central Services, Fleet Management, will be provided jackets when needed to perform duties outside of the garage facility.

Those Animal Control Officers who are provided uniforms will be paid a uniform maintenance allowance of Four Hundred Twenty-five Dollars (\$425.00) during FY2000 and FY2001 for the upkeep of their uniforms. This allowance will be paid during the first full pay period beginning on or after July 1 of each year of this Salary Schedule.

The County will provide and maintain uniforms for all employees covered by this Salary Schedule in the Department of Housing and Community Development who are in plant

operations and labor and trade classifications. The employer will furnish adequate rain gear where necessary to employees in those classifications.

The County will provide work uniforms (including jackets) to the Department of Housing and Community Development Construction Advisors and Rental Assistance Division Inspectors.

Construction and Property Standards Inspectors and Refuse Collection Inspectors will receive an expense allowance of One Hundred Seventy-Five Dollars (\$175.00) per year for actual expenses reasonable and necessarily incurred in the performance of their job duties. The allowance will be paid in[two (2)] one (1)[equal] installment[s] in July [and January] of each fiscal year.

25. EXPENSE ALLOWANCE

Construction and Property Standards Inspectors will receive an expense allowance of One Hundred Fifty Dollars (\$150.00) per year for actual expenses reasonably and necessarily incurred in the performance of their job duties. The allowance will be paid in two (2) equal installments in July and January of each fiscal year.

26. HEALTH INSURANCE COVERAGE

The Employer shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five (25%).

The County shall contribute eighty percent (80%) 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 percent (20%) but will in no event pay more than General Schedule employees.

Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

The Employer shall contribute ninety percent (90%) 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 ten percent (10%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

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

Employees who 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.

Employees may contribute up to \$5,000 in a dependent flexible spending account and up to \$3,000 in a medical flexible spending account. The minimum that may be contributed to either account is \$10 per pay period for the 2000 Plan Year.

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 thousand dollars (\$100,000). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of \$700,000 including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.

The County agrees to establish a Joint Study Committee to explore the feasibility of a health insurance plan with no co-pay or follow-up co-pay.

27. 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.

28. UNEMPLOYMENT INSURANCE

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

29. RETIREMENT CONTRIBUTIONS

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.

30. SUPPLEMENTAL RETIREMENT BENEFIT

1. Benefit Accrual and Amounts.

Effective July 1, 1990, employees covered by this Agreement may elect to participate in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program are determined as follows:

a. Benefit accrual is at the rate of 0.4% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph 5, below.

b. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is ten percent (10%) of the employee's average annual compensation, as determined pursuant to paragraph 5, below.

2. Vesting.

a. Minimum Continuous Service Requirements.

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

b. Vested Benefit.

An employee completing the minimum continuous service requirements of paragraph 2.a., above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph 1, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

3. Benefit Payment.

The benefit accrued by an employee under either paragraphs 1 or 2, above, shall not be payable until retirement at the earliest of the following: 1. age fifty-five (55) and fifteen (15) years of service; 2. age sixty-two (62) and five (5) years of service; or, 3. thirty (30) years of service regardless of age.

4. Funding.

The cost of funding this supplemental retirement plan for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

5. Definitions.

a. Actual Service means service while employed as an employee of Prince George's County.

b. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

c. Compensation means the basic compensation actually received by an employee for service rendered as an employee for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

d. Continuous Service means the most recent unbroken period of employment as an employee of Prince George's County.

6. Hold Harmless for Supplemental Retirement and Leave Payout.

For any employee covered by this Agreement who retires on or after July 1, 1993, "average annual compensation" as that term is defined in paragraph 5 (Definitions), above, will be calculated as if the employee had received any step increase the employee would otherwise have received during the term of this Agreement but for the deferral of such step increases. This salary shall also be applicable to calculating any leave payouts due upon retirement during this period of time.

For any employee covered by this Agreement who retires on or after July 1, 1997, "Average Annual Compensation" as that term is defined in paragraph 5 (Definitions), above, will be calculated as if the employee had received any step increase the employee would otherwise have received during fiscal years 1996, 1997, 1998 and 1999 but for the suspension of such step increases. This salary shall also be applicable to calculating any leave payouts due upon retirement during this period of time. For those employees who retire between July 1999 and June 2001, Supplemental Retirement Benefits and leave payouts will be calculated as if employees had received their A-Scale merit increases on time.

7. Supplemental Retirement Benefit Plan (modifications effective July 1, 1992).

Effective July 1, 1992, the benefit accrual rate in paragraph 1, above, shall be increased from 0.4% to 0.6% per year for up to twenty-five (25) years of service for an increase in normal benefit from ten percent (10%) to fifteen percent (15%). Further, during the sixty (60) day period preceding July 1, 1992, employees covered by this Agreement who originally declined to

participate in the Supplemental Pension Benefit Program will be afforded the opportunity to enroll in the Supplemental Pension Plan and begin participation effective July 1, 1992, but with no past service credit (i.e., such employees' actual and continuous service will be defined as employment as an employee of Prince George's County from July 1, 1992).

8. Part-time Employees.

Part-time employees participate in the Plan pursuant to the Eighth Amendment to the Plan, adopted November 15, 1993.

9. IRS Pickup Plan

The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by paragraph 4. (Funding) hereof. Such amounts:

- a. are designated as employee contributions to be picked up by the County within the meaning of Section 414 (h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;
- b. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;
- c. shall be paid by the County from the same source of funds that is used to pay compensation to the employee;
- d. shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

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.

Upon request by an employee, the County will provide him/her a copy of the most recent summary of the plan's financial report.

31. SOCIAL SECURITY

Effective January 1, 1999 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 \$72,600 and 1.45% of the remainder 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.

32. WORKERS' COMPENSATION

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

33. 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.

34. PEOPLE FUND DEDUCTION

The Employer agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Salary Schedule who so request in writing voluntary contributions to the Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E). fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this Section.

35. 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.