

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session 1991

Resolution No. CR-111-1991

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Castaldi, Bell, and Casula

Co-Sponsors _____

Date of Introduction October 22, 1991

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - American Federation of State,
County and Municipal Employees, AFL-CIO, Locals 2462 and 2735.
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 Locals 2462 and 2735.

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 Locals 2462 and 2735.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince
George's County, Maryland, that Salary Schedule A submitted and

recommended by the County Executive on October 8, 1991, which is attached hereto and made a part hereof, setting forth the following economic modifications: a suspension of anniversary step increases for fiscal year 1992 effective July 1, 1991; a seven percent (7%) increase in the base hourly rates effective June 14, 1992; reinstatement of anniversary step increases prospectively, effective July 1, 1992; a deferral of anniversary step increases for other employees scheduled to receive them during the first ten months of Fiscal Year 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, standby and differential pay, holiday pay, temporary assignment pay, leave provisions, work clothing and tool allowance, expense allowance, health, life and unemployment insurance, retirement contributions, social security, workers' compensation and incentive awards, for such employees, be and the same is hereby approved.

Adopted this 26th day of November, 1991.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Richard J. Castaldi
Chairman

ATTEST:

Maurene W. Epps

Acting Clerk of the Council

SALARY SCHEDULE A - EFFECTIVE JULY 1, 1991 - JUNE 30, 1993
SCHEDULE OF PAY GRADES - AFSCME LOCALS 2462 AND 2735
PRINCE GEORGE'S COUNTY, MARYLAND

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I.	Scheduled Pay Rates	1
II.	Probationary Period	8
III.	Work Hours	9
IV.	Overtime Compensation	10
V.	Call-In, Standby and Differential Pay	12
VI.	Holiday Pay	13
VII.	Temporary Assignment Pay	13
VIII.	Annual Leave	13
IX.	Sick Leave	15
X.	Personal Leave	16
XI.	Military Leave	16
XII.	Bereavement Leave	17
XIII.	Jury Duty Leave	17
XIV.	Leave of Absence	17
XV.	Maternity Leave	17
XVI.	Paternal Leave	18
XVII.	Blood Donation Leave	18
XVIII.	Civic Duty Leave	18
XIX.	Voting Time Leave	18
XX.	Holiday Leave	18
XXI.	Union Business Leave	19
XXII.	Administration of Leave	20
XXIII.	Work Clothing, Accessories and Tool Allowance.	20
XXIV.	Expense Allowance	21
XXV.	Health Insurance Coverage	21
XXVI.	Life Insurance Coverage	22
XXVII.	Unemployment Insurance Coverage	22
XXVIII.	Retirement Contributions	22
XXIX.	Supplemental Retirement Benefit	23
XXX.	Social Security	23
XXXI.	Workers' Compensation	23
XXXII.	Incentive Awards	23
XXXIII.	Policy Statement	23

I. SCHEDULED PAY RATES

SALARY SCHEDULE A - EFFECTIVE JULY 1, 1991
SCHEDULE OF PAY GRADES - AFSCME LOCALS 2462 and 2735
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	6.2190	6.9394	7.7358	8.6206	9.4826
	BIWKLY	497.52	555.15	618.86	689.65	758.61
	ANNUAL	12,936	14,434	16,090	17,931	19,724
A02	HOURLY	6.5349	7.2807	8.1276	9.0504	9.9554
	BIWKLY	522.79	582.46	650.21	724.03	796.43
	ANNUAL	13,593	15,144	16,905	18,825	20,707
A03	HOURLY	6.8510	7.6473	8.5321	9.5054	10.4560
	BIWKLY	548.08	611.78	682.57	760.43	836.48
	ANNUAL	14,250	15,906	17,747	19,771	21,748
A04	HOURLY	7.2049	8.0391	8.9492	9.9857	10.9843
	BIWKLY	576.39	643.13	715.94	798.86	878.74
	ANNUAL	14,986	16,721	18,614	20,770	22,847
A05	HOURLY	7.5587	8.4310	9.4042	10.4786	11.5265
	BIWKLY	604.70	674.48	752.34	838.29	922.12
	ANNUAL	15,722	17,536	19,561	21,795	23,975
A06	HOURLY	7.9380	8.7342	9.6065	10.5671	11.6239
	BIWKLY	635.04	698.74	768.52	845.37	929.91
	ANNUAL	16,511	18,167	19,982	21,980	24,178
A07	HOURLY	8.3299	9.1642	10.0868	11.0979	12.2077
	BIWKLY	666.39	733.14	806.94	887.83	976.62
	ANNUAL	17,326	19,062	20,981	23,084	25,392
A08	HOURLY	8.7470	9.6319	10.5923	11.6414	12.8056
	BIWKLY	699.76	770.55	847.38	931.31	1024.45
	ANNUAL	18,194	20,034	22,032	24,214	26,636

<u>GRADE</u>		<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>SEN</u>	<u>SEN+</u>
--------------	--	------------	------------	------------	------------	-------------

A09	HOURLY	9.1893	10.1121	11.1233	12.2356	13.4592
	BIWKLY	735.14	808.97	889.86	978.85	1076.74
	ANNUAL	19,114	21,033	23,136	25,450	27,995
A10	HOURLY	9.6444	10.6178	11.6794	12.8423	14.1265
	BIWKLY	771.55	849.42	934.35	1027.38	1130.12
	ANNUAL	20,060	22,085	24,293	26,712	29,383
A11	HOURLY	10.1247	11.1486	12.2609	13.4870	14.8357
	BIWKLY	809.98	891.89	980.87	1078.96	1186.86
	ANNUAL	21,059	23,189	25,503	28,053	30,858
A12	HOURLY	10.6303	11.7048	12.8676	14.1570	15.5728
	BIWKLY	850.42	936.38	1029.41	1132.56	1245.82
	ANNUAL	22,111	24,346	26,765	29,447	32,391
A13	HOURLY	11.1738	12.2862	13.5123	14.8647	16.3512
	BIWKLY	893.90	982.90	1080.98	1189.18	1308.10
	ANNUAL	23,242	25,555	28,106	30,919	34,010
A14	HOURLY	11.7300	12.9056	14,1950	15.6106	17.1716
	BIWKLY	938.40	1032.45	1135.60	1248.85	1373.73
	ANNUAL	24,398	26,844	29,526	32,470	35,717
A15	HOURLY	12.3114	13.5503	14.9027	16.3942	18.0337
	BIWKLY	984.91	1084.02	1192.22	1311.54	1442.70
	ANNUAL	25,608	28,185	30,998	34,100	37,510
A16	HOURLY	12.9308	14.2202	15.6484	17.2032	18.9235
	BIWKLY	1034.46	1137.62	1251.87	1376.26	1513.88
	ANNUAL	26,896	29,578	32,549	35,783	39,361
A17	HOURLY	13.5755	14.9280	16.4322	18.0627	19.8690
	BIWKLY	1086.04	1194.24	1314.58	1445.02	1589.52
	ANNUAL	28,237	31,050	34,179	37,570	41,328
A18	HOURLY	14.2580	15.6738	17.2411	18.9728	20.8701
	BIWKLY	1140.64	1253.90	1379.29	1517.82	1669.61
	ANNUAL	29,657	32,602	35,861	39,463	43,410

<u>GRADE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>SEN</u>	<u>SEN+</u>
--------------	------------	------------	------------	------------	-------------

A19	HOURLY	14.9659	16.4575	18.1134	19.9208	21.9129
	BIWKLY	1197.27	1316.60	1449.07	1593.66	1753.03
	ANNUAL	31,129	34,232	37,676	41,435	45,579
A20	HOURLY	15.7117	17.2917	19.0108	20.9194	23.0114
	BIWKLY	1256.94	1383.34	1520.86	1673.55	1840.91
	ANNUAL	32,680	35,967	39,542	43,512	47,864
A21	HOURLY	16.4953	18.1512	19.9714	21.9684	24.1653
	BIWKLY	1319.62	1452.10	1597.71	1757.47	1933.22
	ANNUAL	34,310	37,754	41,541	45,694	50,264
A22	HOURLY	17.3296	19.0612	20.9699	23.0556	25.3611
	BIWKLY	1386.37	1524.90	1677.59	1844.45	2028.89
	ANNUAL	36,046	39,647	43,617	47,956	52,751
A23	HOURLY	18.1892	20.0093	22.0064	24.2186	26.6404
	BIWKLY	1455.14	1600.74	1760.51	1937.49	2131.23
	ANNUAL	37,834	41,619	45,773	50,375	55,412
A24	HOURLY	19.0992	21.0079	23.1188	25.4193	27.9612
	BIWKLY	1527.94	1680.63	1849.50	2033.54	2236.90
	ANNUAL	39,726	43,696	48,087	52,872	58,159
A25	HOURLY	20.0599	22.0570	24.2690	26.6960	29.3655
	BIWKLY	1604.79	1764.56	1941.52	2135.68	2349.24
	ANNUAL	41,725	45,879	50,480	55,528	61,080
A26	HOURLY	21.0584	23.1694	25.4825	28.0357	30.8392
	BIWKLY	1684.67	1853.55	2038.60	2242.86	2467.14
	ANNUAL	43,801	48,192	53,004	58,314	64,146

The hourly, biweekly and annual rates are the same as the July 1, 1990 rates that were adopted by CR-95-1989. 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.

SALARY SCHEDULE A - EFFECTIVE June 14, 1992

SCHEDULE OF PAY GRADES - AFSCME LOCALS 2462 AND 2735
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	6.6543	7.4252	8.2773	9.2240	10.1464
	BIWKLY	532.34	594.02	662.18	737.92	811.71
	ANNUAL	13,841	15,444	17,217	19,186	21,105
A02	HOURLY	6.9923	7.7903	8.6965	9.6839	10.6523
	BIWKLY	559.38	623.22	695.72	774.71	852.18
	ANNUAL	14,544	16,204	18,089	20,143	22,157
A03	HOURLY	7.3306	8.1826	9.1293	10.1708	11.1879
	BIWKLY	586.45	654.61	730.34	813.66	895.03
	ANNUAL	15,248	17,020	18,989	21,255	23,271
A04	HOURLY	7.7092	8.6018	9.5756	10.6847	11.7532
	BIWKLY	616.74	688.14	766.05	854.78	940.26
	ANNUAL	16,035	17,892	19,917	22,224	24,447
A05	HOURLY	8.0878	9.0212	10.0625	11.2121	12.3334
	BIWKLY	647.02	721.70	805.00	896.97	986.67
	ANNUAL	16,823	18,764	20,930	23,321	25,653
A06	HOURLY	8.4937	9.3456	10.2790	11.3068	12.4376
	BIWKLY	679.50	747.65	822.32	904.54	995.01
	ANNUAL	17,667	19,439	21,380	23,518	25,870
A07	HOURLY	8.9130	9.8057	10.7929	11.8748	13.0622
	BIWKLY	713.04	784.46	863.43	949.98	1044.98
	ANNUAL	18,539	20,396	22,449	24,700	27,169
A08	HOURLY	9.3593	10.3061	11.3338	12.4563	13.7020
	BIWKLY	748.74	824.49	906.70	996.50	1096.16
	ANNUAL	19,467	21,437	23,574	25,909	28,500

<u>GRADE</u>		<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>SEN</u>	<u>SEN+</u>
--------------	--	------------	------------	------------	------------	-------------

A09	HOURLY	9.8326	10.8199	11.9019	13.0921	14.4013
	BIWKLY	786.61	865.59	952.15	1047.37	1152.10
	ANNUAL	20,452	22,505	24,756	27,232	29,955
A10	HOURLY	10.3195	11.3610	12.4970	13,7413	15,1154
	BIWKLY	825.56	908.88	999.76	1099.30	1209.23
	ANNUAL	21,465	23,631	25,994	28,582	31,440
A11	HOURLY	10.8334	11.9290	13.1192	14.4311	15.8742
	BIWKLY	866.67	954.32	1049.54	1154.49	1269.94
	ANNUAL	22,533	24,812	27,288	30,017	33,018
A12	HOURLY	11.3744	12.5241	13.7683	15.1480	16.6629
	BIWKLY	909.95	1001.93	1101.46	1211.84	1333.03
	ANNUAL	23,659	26,050	28,638	31,508	34,659
A13	HOURLY	11.9560	13.1462	14.4582	15.9052	17.4958
	BIWKLY	956.48	1051.70	1156.66	1272.42	1399.66
	ANNUAL	24,868	27,344	30,073	33,083	36,391
A14	HOURLY	12.5511	13.8090	15.1887	16.7033	18.3736
	BIWKLY	1004.09	1104.72	1215.10	1336.26	1469.89
	ANNUAL	26,106	28,723	31,592	34,743	38,217
A15	HOURLY	13.1732	14.4988	15.9459	17.5418	19.2961
	BIWKLY	1053.86	1159.90	1275.67	1403.34	1543.69
	ANNUAL	27,400	30,158	33,167	36,487	40,136
A16	HOURLY	13.8360	15.2156	16.7438	18.4074	20.2481
	BIWKLY	1106.88	1217.25	1339.50	1472.59	1619.85
	ANNUAL	28,779	31,648	34,827	38,287	42,116
A17	HOURLY	14.5258	15.9730	17.5825	19.3271	21.2598
	BIWKLY	1162.06	1277.84	1406.60	1546.17	1700.78
	ANNUAL	30,214	33,224	36,572	40,200	44,220
A18	HOURLY	15.2561	16.7710	18.4480	20.3009	22.3310
	BIWKLY	1220.49	1341.68	1475.84	1624.07	1786.48
	ANNUAL	31,733	34,884	38,372	42,226	46,448

GRADE MIN MID MAX SEN SEN+

A19	HOURLY	16.0135	17.6095	19.3813	21.3153	23.4468
	BIWKLY	1281.08	1408.76	1550.50	1705.22	1875.74
	ANNUAL	33,308	36,628	40,313	44,336	48,769
A20	HOURLY	16.8115	18.5021	20.3416	22.3838	24.6222
	BIWKLY	1344.92	1480.17	1627.33	1790.70	1969.78
	ANNUAL	34,968	38,484	42,311	46,558	51,214
A21	HOURLY	17.6500	19.4218	21.3694	23.5062	25.8569
	BIWKLY	1412.00	1553.74	1709.55	1880.50	2068.55
	ANNUAL	36,712	40,397	44,448	48,893	53,782
A22	HOURLY	18.5427	20.3955	22.4378	24.6695	27.1364
	BIWKLY	1483.42	1631.64	1795.02	1973.56	2170.91
	ANNUAL	38,569	42,423	46,671	51,313	56,444
A23	HOURLY	19.4624	21.4100	23.5468	25.9139	28.5052
	BIWKLY	1556.99	1712.80	1883.74	2073.11	2280.42
	ANNUAL	40,482	44,533	48,977	53,901	59,291
A24	HOURLY	20.4361	22.4785	24.7371	27.1987	29.9185
	BIWKLY	1634.89	1798.28	1978.97	2175.90	2393.48
	ANNUAL	42,507	46,755	51,453	56,573	62,230
A25	HOURLY	21.4641	23.6010	25.9678	28.5647	31.4211
	BIWKLY	1717.13	1888.08	2077.42	2285.18	2513.69
	ANNUAL	44,645	49,090	54,013	59,415	65,356
A26	HOURLY	22.5325	24.7913	27.2663	29.9982	32.9979
	BIWKLY	1802.60	1983.30	2181.30	2399.86	2639.83
	ANNUAL	46,868	51,566	56,714	62,396	68,636

Hourly rates are the July 1, 1991 rates multiplied by 107%. 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.

Note:

1. Employees hired on or after July 7, 1985 will have their anniversary dates set at their date of hire and will be hired at the MIN of their grade on the A Salary Schedule.

2. Effective July 2, 1989, upon receiving a satisfactory performance evaluation, an employee will advance from the MIN Step to the MID Step after two years at MIN and from the MID Step to the MAX Step, and the MAX Step to the SEN Step, after three years at MID and MAX, respectively.

3. An employee will advance to the SEN+ level after four years at the SEN level and upon receiving a satisfactory performance evaluation.

4. Employees covered by this Salary Schedule who are eligible to receive an anniversary increase and advance to the next step for their grade on Salary Schedule A during FY 92 will not advance to that step or receive the appropriate anniversary salary rate increase until the employees' respective anniversary dates during FY 93. These employees will receive one year of credit toward their next step increase during the deferred period.

Employees covered by this Agreement who are eligible to receive an anniversary increase and advance to the next step for their grade on Salary Schedule A during the first ten (10) months of FY 93 will not advance to that step or receive the appropriate anniversary salary rate increase until the first full pay period beginning on or after May 1, 1993. These employees will receive appropriate credit towards their next step increase for the period of time their anniversary increases are deferred during FY 93. This paragraph does not apply to employees covered by the preceding paragraph.

5. Employees who are promoted or demoted will receive a new anniversary date (the date of promotion or demotion) and will be relocated on the A Salary Schedule in the following manner: employees who are at the minimum of their grade on the A Salary Schedule will move to the minimum of their new grade; those at the MID will move to the MID of their new grade; those at the MAX will move to the MAX of their new grade; those at SEN will move to SEN of their new grade; and those at the SEN+ will move to the SEN+ of their new grade; provided, however, that in multi-grade promotions (e.g., promotion from A-1 to A-4), when application of the foregoing rules would cause an employee's salary to increase by more than 10%, he shall be placed at the level (MIN, MID, MAX, SEN OR SEN+) in his new grade most closely approximating a 10% salary increase. As noted above, employees promoted will receive a new anniversary date upon promotion to a higher grade on the A Salary Schedule.

6. Effective July 2, 1989, 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:

- a. One and two family dwelling building examination
- b. One and two family dwelling electrical examination
- c. One and two family dwelling mechanical examination
- d. One and two family dwelling plumbing examination
- e. Building general examination
- f. 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 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.

II. 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 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.

III. Work Hours

A. Hours of Work

Except for employees working in special operations, the regular workday 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 IV.

B. Snow and Ice Removal

1. The Director, at his 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 may, at his discretion, schedule employees to work snow and ice removal operations in a manner which he believes is necessary for safe and efficient operations.

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 the Agreement.

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.

IV. 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 Collective Bargaining 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 Salary Schedule 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.

V. Call-In, Standby 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.

If the employer directs an Animal Control Officer to stand by, 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. To the extent permitted by applicable law, if an Officer is called out, time worked on standby up to a maximum of two (2) hours shall be set-off against the two (2) hours of standby. Time worked on callout in excess of two (2) hours will be paid at the applicable rate.

Effective the first full pay period beginning on or after July 2, 1989, employees covered by this Salary Schedule and represented by Local 2462 who are assigned to the Refuse Disposal Division or the Refuse Collection Division shall be paid a differential of sixty cents (60¢) for each hour actually worked. Effective the first full pay period beginning on or after July 1, 1990, the differential will be increased to seventy cents (70¢) per hour. Effective the first full pay period beginning on or after July 1, 1991, the differential will be increased to ninety cents (90¢) per hour. Likewise, Local 2735 Refuse Collection Inspectors will receive this differential when they are actually inspecting trash at the Landfill. 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.

Effective the first full pay period beginning on or after July 1, 1989, employees covered by this Salary Schedule and regularly assigned to night or shift work shall be paid sixty cents (60¢) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m. Effective the first full pay period beginning on or after July 1, 1990, the differential will be increased to seventy cents (70¢) per hour. Effective the first full pay period beginning on or after July 1, 1991, the differential will be increased to ninety cents (90¢) per hour. Notwithstanding the foregoing, the shift differential provided for herein may also be paid to employees of the Fleet Management Division of the Office of Central Services for shift work beginning at 2:00 p.m. rather than 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.

VI. 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.

VII. 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.

VIII. 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 20 days
 fifteen (15) years of service
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.

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.

Vacation leave may be taken in increments of one (1) 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.

IX. 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 XII.

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.

X. 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.

XI. 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.

XII. 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 grandparents, 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.

XIII. 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.

XIV. 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.

XV. Maternity Leave

Employees may take any combination of approved leave, including leave without pay, up to ninety (90) 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 ninety (90) 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.

XVI. 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 16-222.1 of the Personnel Law.

XVII. 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.

XVIII. 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.

XIX. 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 work schedule.

XX. 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.

XXI. 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) calendar year. Local delegates of Local 2462 (7) and 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 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.

XXII. 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 Procedures.

The County's disability leave policy for employees covered by this Agreement 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.

XXIII. Work Clothing, Accessories and Tool Allowance

Those Animal Control Officers who are provided uniforms will be paid a uniform maintenance allowance of three hundred dollars (\$300) during FY90, three hundred and twenty-five dollars (\$325) during FY91 and three hundred and fifty dollars (\$350) during FY92 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.

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

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 uniforms to Equipment Operators (bus drivers).

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 reimbursement of up to seventy dollars (\$70.00)

during FY90, up to seventy-five dollars (\$75.00) during FY91 and to eighty dollars (\$80.00) during FY92 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.

XXIV. Expense Allowance

Construction and Property Standards Inspectors will receive an expense allowance of one hundred dollars (\$100.00) 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.

XXV. Health Insurance Coverage

The County shall contribute seventy-five percent (75%) to the cost of the County Managed Care health insurance program 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 County's contribution shall be equal to the County's dollar contribution to the high option health insurance program mentioned above. Participating employees shall contribute the dollar difference between the total contribution and the County's contribution.

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 on 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 employee 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, 1990, employees covered by the Salary Schedule may elect to participate in a supplemental retirement benefit program.

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.

XXX. Social Security

Effective January 1, 1991 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 \$51,300 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.