

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2010 Legislative Session**

Resolution No. CR-45-2010  
Proposed by The Chairman (by request – County Executive)  
Introduced by Council members Harrison and Dean  
Co-Sponsors \_\_\_\_\_  
Date of Introduction June 1, 2010

**RESOLUTION**

1 A RESOLUTION concerning

2 Compensation and Benefits

3 Council 67, American Federation of State, County and Municipal Employees (“AFSCME”),  
4 AFL-CIO, and its affiliated Locals 1170 (Health Department, Department of Housing and  
5 Community Development and Department of Family Services), 2462 (Department of Public  
6 Works and Transportation and Department of Environmental Resources), 2735 (Department of  
7 Housing and Community Development and Office of Central Services) and 3389 (Department of  
8 Family Services and Health Department) – Salary Schedule A

9 For the purpose of amending the Salary Plan of the County to reflect the terms of the labor  
10 agreement by and between Prince George’s County, Maryland and Council 67, AFSCME Locals  
11 1170, 2462, 2735 and 3389.

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

15 WHEREAS, the Salary Plan must at this time be amended by the approval of a Salary  
16 Schedule to reflect the terms of the labor agreement by and between Prince George’s County,  
17 Maryland and Council 67, AFSCME Locals 1170, 2462, 2735 and 3389.

18 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's  
19 County, Maryland, that Salary Schedule A submitted and recommended by the County Executive  
20 on May 19, 2010, which is attached hereto and made a part hereof, setting forth, among others,  
21 the following modifications: living wage adjustment; pension benefits; and promotion and  
22 grievance processes, be and the same is hereby approved.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect on the date it is  
2 adopted and shall be retroactively effective to July 1, 2009.

Adopted this 13th day of July, 2010.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Thomas E. Dernoga  
Chair

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

SALARY SCHEDULE A

SCHEDULE OF PAY GRADES - AFSCME LOCALS 1170, 2462, 2735, AND 3389

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2009 - JUNE 30, 2010

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**1. SCHEDULED PAY RATES**

**SCHEDULE OF PAY GRADES (A01 - A27)  
AFSCME LOCALS 1170, 2462, 2735 and 3389  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JULY 1, 2009**

<u>GRADE</u>		<u>CURRENT MINIMUM</u>	<u>ADJUSTED LIVING WAGE (ALW)</u>	<u>MAXIMUM</u>
A01	HOURLY	7.7542		15.2609
	BIWEEKLY	620.34		1220.87
	ANNUAL	16,129		31,743
A02	HOURLY	8.1419	10.0800	15.9826
	BIWEEKLY	651.36	806.40	1278.61
	ANNUAL	16,935	20,966	33,244
A03	HOURLY	8.5487	10.3320	16.7465
	BIWEEKLY	683.90	826.56	1339.72
	ANNUAL	17,781	21,491	34,833
A04	HOURLY	8.9763	10.5903	17.5529
	BIWEEKLY	718.11	847.22	1404.23
	ANNUAL	18,671	22,028	36,510
A05	HOURLY	9.4249	10.8551	18.3805
	BIWEEKLY	753.99	868.40	1470.44
	ANNUAL	19,604	22,579	38,231
A06	HOURLY	9.8963	11.1264	18.5293
	BIWEEKLY	791.71	890.11	1482.35
	ANNUAL	20,584	23,143	38,541

<u>GRADE</u>		<u>CURRENT MINIMUM</u>	<u>ADJUSTED LIVING WAGE (ALW)</u>	<u>MAXIMUM</u>
A07	HOURLY	10.3910	11.4046	19.4203
	BIWEEKLY	831.28	912.37	1553.63
	ANNUAL	21,613	23,722	40,394
A08	HOURLY	10.9106	11.6897	20.3360
	BIWEEKLY	872.85	935.18	1626.88
	ANNUAL	22,694	24,315	42,299
A09	HOURLY	11.4559	11.9820	21.3307
	BIWEEKLY	916.47	958.56	1706.46
	ANNUAL	23,828	24,922	44,368
A10	HOURLY	12.0288	12.2815	22.3489
	BIWEEKLY	962.30	982.52	1787.91
	ANNUAL	25,020	25,546	46,486
A11	HOURLY	12.6302	12.6000	23.4312
	BIWEEKLY	1010.41	1008.00	1874.50
	ANNUAL	26,271	26,208	48,737
A12	HOURLY	13.2616		24.5565
	BIWEEKLY	1060.93		1964.52
	ANNUAL	27,584		51,078
A13	HOURLY	13.9247		25.7445
	BIWEEKLY	1113.98		2059.56
	ANNUAL	28,963		53,548
A14	HOURLY	14.6210		26.9967
	BIWEEKLY	1169.68		2159.74
	ANNUAL	30,412		56,153

<u>GRADE</u>		<u>CURRENT MINIMUM</u>	<u>ADJUSTED LIVING WAGE (ALW)</u>	<u>MAXIMUM</u>
A15	HOURLY	15.3517		28.3124
	BIWEEKLY	1228.14		2265.00
	ANNUAL	31,932		58,890
A16	HOURLY	16.1199		29.6705
	BIWEEKLY	1289.59		2373.64
	ANNUAL	33,529		61,715
A17	HOURLY	16.9256		31.1135
	BIWEEKLY	1354.05		2489.08
	ANNUAL	35,205		64,716
A18	HOURLY	17.7719		32.6420
	BIWEEKLY	1421.76		2611.36
	ANNUAL	36,966		67,895
A19	HOURLY	18.6606		34.2335
	BIWEEKLY	1492.85		2738.68
	ANNUAL	38,814		71,206
A20	HOURLY	19.5937		35.9099
	BIWEEKLY	1567.49		2872.80
	ANNUAL	40,755		74,693
A21	HOURLY	20.5733		37.6711
	BIWEEKLY	1645.87		3013.69
	ANNUAL	42,793		78,356
A22	HOURLY	21.6020		39.4963
	BIWEEKLY	1728.16		3159.70
	ANNUAL	44,932		82,152

<u>GRADE</u>		<u>CURRENT MINIMUM</u>	<u>ADJUSTED LIVING WAGE (ALW)</u>	<u>MAXIMUM</u>
A23	HOURLY	22.6821		41.4490
	BIWEEKLY	1814.57		3315.92
	ANNUAL	47,179		86,214
A24	HOURLY	23.8162		43.4649
	BIWEEKLY	1905.30		3477.20
	ANNUAL	49,538		90,407
A25	HOURLY	25.0070		45.6083
	BIWEEKLY	2000.56		3648.66
	ANNUAL	52,015		94,865
A26	HOURLY	26.2574		47.8578
	BIWEEKLY	2100.59		3828.62
	ANNUAL	54,615		99,544
A27	HOURLY	27.5702		50.2507
	BIWEEKLY	2205.62		4020.05
	ANNUAL	57,346		104,521

The middle column is the Adjusted Living Wage (ALW) rate which is based on 25% (for fringe benefits) of the July 1, 2009 Living Wage rate of \$12.60. 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.

## 2. WAGES

### 2.1 Cost of Living Adjustments (COLA)

1. Effective July 1, 2009, all employees covered by this Agreement shall forego the Cost of Living Adjustment (COLA) for FY-2010. However, should any County employee, except elected officials, receive a COLA increase, the County shall notify the Union upon tentative agreement with another labor organization or adoption of legislation by the County Council, whichever occurs first. No other section, other than Section 2.2.1 (1) of the collective bargaining agreement shall be reopened unless both the County and the Union agree. Negotiations for the reopener shall begin within ten (10) working days, unless both sides agree to extend opening of negotiations, and each party shall bargain in good faith in an attempt to reach an agreement.

2. No employee in the bargaining unit shall be paid less than the current Prince George's County Living Wage, as follows: When the Prince George's County Living Wage is revised by the County; a new Adjusted Living Wage (ALW) shall reflect an allowance of twenty-five percent (25%) for fringe benefits. All minimum salaries contained in "Schedule of Pay Grades (A01-A27)" that are below the County Living Wage will be paid at the ALW rate. Employees paid under the ALW shall not be eligible for Union negotiated COLA increases, but shall be eligible for merit increases per the Agreement. By April 30<sup>th</sup> of each year, the County shall provide benefit information to the Union for those employees who would be paid ALW for the upcoming fiscal year.

### 2.2 Pay Plan Description

All employees in the bargaining unit are in the "A" Salary Schedule, with salaries listed in Attachment A – Schedule of Pay Grades (A01 – A27).

### 2.3 Merit and Salary Increases

#### 1. Merit Increases

Effective July 1, 2009, all employees covered by this Agreement shall forego a merit increase for FY-2010. However, should any County employee, except elected officials, receive a merit increase, the County shall notify the Union upon tentative agreement with another labor organization or adoption of legislation by the County Council, whichever occurs first. No other section, other than Section 2.2.3 (1) of the collective bargaining agreement shall be reopened unless both the County and the Union agree. Negotiations for the reopener shall begin within ten (10) working days, unless both sides agree to extend opening of negotiations, and each party shall bargain in good faith in an attempt to reach an agreement.

## 2. Salary Increase Upon Promotion or Reallocation

Employees within the MINIMUM to MAXIMUM rate range will receive a ten percent (10%) salary increase upon promotion or reallocation to a higher grade 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.

## 3. Salary Decrease Upon Demotion

Employees within the MINIMUM to MAXIMUM rate range who are demoted will receive a ten percent (10%) salary decrease, 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.

## 4. Anniversary Date

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

## 5. Paychecks

All bargaining unit employees shall receive their paychecks in sealed envelopes.

### 2.4 Certification Pay

1. Construction Standards Inspectors and Property 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 International Code Council (ICC) National Certification Examination Program examinations listed immediately below or their predecessors:

- a. Residential Building Inspector (B1);
- b. Residential Electrical Inspector (E1);
- c. Residential Mechanical Inspector (M1);
- d. Residential Plumbing Inspector (P1);
- e. Commercial Building Inspector (B2); and,
- f. Fire Inspector I (66).

2. 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 ICC Residential Electrical Inspector (E1) and the ICC Commercial Electrical Inspector (E2).

3. Construction Standards Inspectors can receive only one (1) of the five percent (5%) increases provided for in the two (2) paragraphs immediately above.

4. 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 International Code Council (ICC) National Certification Examination Program examinations listed immediately below:

- a. Commercial Mechanical Inspector (M2)
- b. Building Plans Examiner (B3)
- c. Commercial Energy Inspector (77)
- d. Residential Energy Inspector/Plans Examiner (79)
- e. Fire Inspector II (67)
- f. Accessibility Inspector/Plans Examiner (21)

5. Traffic Service Workers and Engineering 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 the International Municipal Signage Association (IMSA) certification Program related to the Department of Public Works and Transportation job requirements.

6. Construction Standards Inspectors and Engineering 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 been awarded an Engineering Technician, Level III, certification from the National Institute for Certification of Engineering Technicians (NICET).

7. Equipment Mechanics and Heavy Equipment Mechanics in the Office of Central Services, Fleet Management Division, the Department of Public Works and Transportation and the Department of Environmental Resources shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) Certification in either the test series for Automobile (A1 through A8), Medium/Heavy Truck (T1 through T8), or the advanced level series L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

8. Machinists in the Office of Central Services, Fleet Management Division, shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) Certification in the test series for Engine Machinist (M1 through M3). The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

9. Parts Specialists and Supply/Property Clerks in the Office of Central Services, Fleet Management Division and the Department of Public Works and Transportation shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) Certification in the test series for Parts Specialist (P1 through P4). The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

10. General Clerks (Service Writers) and Assistant Managers in the Office of Central Services, Fleet Management Division, the Department of Public Works and Transportation and the Department of Environmental Resources shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) Certification in either the test series for Automobile (A1 through A8), Medium/Heavy Truck (T1 through T8), or the advanced levels L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

11. Equipment Mechanics and Heavy Equipment Mechanics in the Department of Environmental Resources and in the Department of Public Works and Transportation, Equipment Maintenance Division, shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) Certification in the test series for Medium/Heavy Truck (T1 through T8). The premium shall be added to the base hourly wage at the time the employee submits proof of certification to the Department. Failure to maintain a certificate will result in forfeiture of the premium pay.

12. 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.

13. On a Department basis, the parties may develop and/or recognize 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.

14. Employees who substantiate to their employer that they have passed the Fundamentals of Engineering Examination as administered by the State Board of Professional Engineers or, the Certified Building Official's Legal and Management (01), and Technology (02) examinations administered through the ICC shall receive a five percent (5%) increase in their base hourly rates of pay.

15. Employees who substantiate to their employer that they have achieved Professional Licensure issued by the Maryland Board of Professional Engineers or the Maryland State Board of Architects shall receive a five percent (5%) increase in their base hourly rates of pay.

16. Employees covered by this Salary Schedule will receive five hundred twenty dollars (\$520.00) per year provided they pass a conversational proficiency test if offered by the County and certifying verification. Details on testing requirements will be developed between the County and Union. In the event that American Sign Language is requested, a contractual employee will provide the service. In the event an employee is required to speak a second language as part of the normal routine of their job, that status will be reflected in the employee's job description. The employee will be required to pass a conversational proficiency test.

### 3. PROBATIONARY PERIOD

A. 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.

B. 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.

C. 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 Salary Schedule.

D. 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. Except for 1) employees working on special operations, 2) employees hired on or after July 1, 2005, 3) former General Schedule employees who entered this bargaining unit after April 1, 2006, 4) those employees for whom the County has received the Union's consent to work an alternate work schedule, 5) transit equipment operators who work split shifts, 6) employees assigned to the animal shelter, 7) OCS employees permanently assigned to the Correctional Center, and 8) DPWT employees assigned to dispatching responsibilities, 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 15 (Premium Pay) of the Collective Bargaining Agreement. Where Management converts a normal operation to a special operation, Management will provide the Union and the affected employees with reasonable notice of their schedule change. The Union may place issues arising as a result of the conversion of an operation to a special operation on the agenda of the Labor-Management Committee for discussion, but such issues are not subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

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

C. The Department will issue a policy on compressed workweeks for employees and a flexible work schedule based on departmental needs.

1. The Employer shall implement a flexible work schedule in accordance with the following:

- (a) Operational requirements must be met;
- (b) Service to the public or client population must be maintained;
- (c) Costs to the County will not be increased;
- (d) Each office/operation must be covered during regular hours;
- (e) Flex-time will not diminish the ability of the Department to assign responsibility and accountability to individual employees for the provision of County services and the performance of their duties;
- (f) Flex-time will not affect the eighty-hour pay period for full-time employees.

2. It is recognized that some operations within the County do not lend themselves to flexible work hours. The Director of the affected Department may exclude organization or positions from flextime. Where flextime is allowed, the Director may specify the types of flextime that will be available to employees in accordance with operational requirements, and may exclude employees with bona fide performance or attendance problems. Decisions by the Director to exclude organizational units, positions, or individual employees with documented performance problems are not grievable or arbitral under this Salary Schedule.

D. Employees may voluntarily work ten (10) or twelve (12) hour shifts when authorized by the appointing authority provided such ten (10) or twelve (12) hour shifts shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided for all five (5) day, forty (40) hour a week employees, except, however, that ten (10) and twelve (12) hour shift employees who actually work on a holiday shall receive full holiday compensation for the regularly scheduled shift worked on a holiday. Said employees shall be entitled to overtime compensation for work only in excess of eighty (80) hours per payroll period or shall accumulate compensatory time off at the rate of time-and-one-half (1 1/2) only for time worked in excess of eighty (80) hours.

- E. The Employer will identify essential positions. Each essential employee will be notified in writing of the essential status of his/her position at the time of hire and/or annual evaluation.
- F. Any employees covered by this Salary Schedule who report for duty on a day the County is closed due to a special operation or other unforeseen causes, have completed their assigned duties, and are released from duty for the balance of their shift, will be granted administrative leave for the balance of the shift.
- G. When the County is closed 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 on an hour for hour basis of compensatory leave as nonessential employees were granted in administrative leave.
- H. Employees not designated as essential will also receive compensatory time on an hour for hour basis for work they are required to perform on their regularly scheduled tour of duty when other employees on the same tour of duty not required to work are granted administrative leave due to the declaration of an Administrative Closing.
- I. Each department shall have its own policy regarding rest periods upon recommendations submitted by the Labor Management Committee. This policy will include no less than two (2) fifteen (15) minute breaks which may or may not be incorporated in the employees lunch period.

## **5. OVERTIME COMPENSATION**

A. Employees shall be compensated for overtime worked as follows:

1. 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.

2. All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime hours they are required to work on Sunday. In this context, the term Sunday means the "regular day of rest" immediately preceding the start of the individual's normal workweek when the employee is not required to report for work. In some instances, this "regular day of rest" occurs on the same day each week. In other situations, this scheduled day of rest may rotate in a definite pattern that is to be determined by the Department. Overtime work on a "regular day of rest" that may occur at the conclusion of the individual employee's normal workweek is not covered by this Section.

3. All employees will be compensated at the rate of two (2) times their regular rate of pay for work on the seventh consecutive day of work.

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

B. 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.

C. Employees covered by this Salary Schedule may elect to accrue compensatory leave in lieu of the appropriate overtime pay for all authorized overtime hours 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.

D. 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 (.5) hour meal period. For every four (4) consecutive hours of work thereafter, employees shall receive an additional one-half (.5) 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.

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

F. 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. 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. SPECIAL OPERATIONS, CALL-IN, STANDBY, DIFFERENTIAL PAY AND SHIFT DIFFERENTIAL**

### **A. Special Operations**

1. A Special Operation will include but not be limited to the following:
  - (a) Inclement Weather
  - (b) Natural or Man Made Disasters
  - (c) Other Emergency Conditions

### **B. Call In/ Standby**

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

2. Except for special operations, if the employer directs any employee to be on-call or standby, the employee will receive three (3) hours during weekdays and four (4) hours on holidays and weekends of compensatory leave or pay at the request of the employee and the approval of the Appointing Authority for each day on standby.

3. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.

4. Except for Special Operations, when carrying a County issued personal communications device, the employee will receive straight time for after duty hours and one and one-half (1 ½) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority or his/her designee) if asked to respond including travel time.

C. Differential Pay

1. 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 forty cents (\$1.40) 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 special operations, and it will also be paid to all other employees covered by this Salary Schedule for hours actually worked on special operations.

2. Animal Control Officers and Office of Central Services maintenance staffs who are permanently assigned to the Correctional Center shall be paid a differential of one dollar (\$1.00) per hour.

3. To the extent permitted by applicable law, the differential paid under this subsection 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. Landfill employees with job assignments that make them eligible for the differential on a full-time permanent basis shall receive that pay for all paid status hours, including approved leave hours and holidays.

D. Shift Differential

Employees covered by this Salary Schedule and regularly assigned to night or shift work shall be paid one dollar and thirty cents (\$1.30) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m. Transit Equipment Operators (Equipment Operator I) are eligible to receive shift differential for hours they work after 4:00 p.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.

**7. TEMPORARY ASSIGNMENTS**

A. Employees who are required to perform all or any part of the duties of a higher job classification after one (1) work day shall be compensated retroactively at the rate of ten percent (10%) above their current salary or the minimum necessary to place the employee at the entry level of that grade or whichever is greater. No employee shall be required to perform such work for more than one hundred twenty (120) calendar days in any one (1) calendar year. The employee shall receive a performance assessment if they remain in the higher classification for

more than thirty (30) days. Employee(s) detailed to a position shall be given consideration should they make application once the position is announced.

B. The County shall not schedule work to intentionally circumvent any provision of this Section.

C. 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) calendar days unless agreed between the Union and the County for an extension.

D. Advance notice will be given to the Union of any Temporary Assignment that will exceed thirty (30) calendar days to the extent feasible.

E. Employees covered by this Salary Schedule who believe their job duties and responsibilities are outside of their classification may submit a request to their Appointing Authority pursuant to Personnel Law to review the status of his/her position for reallocation where the Appointing Authority believes the action is necessary.

## **8. ANNUAL LEAVE**

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

- |   |                      |
|---|----------------------|
| 1. Zero (0) through three (3) years of service    | Thirteen (13) days   |
| 2. Four (4) through fifteen (15) years of service | Twenty (20) days     |
| 3. Sixteen (16) or more years of service          | Twenty-six (26) days |

B. 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.

C. 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). Any excess annual leave over three hundred sixty (360) hours at the end of each year will be converted to sick leave.

D. 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.

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

F. Employees shall accumulate annual leave commencing the first date of their employment, 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.

G. An employee shall submit a written request to use five (5) or more days of annual leave at least fourteen (14) calendar days before the date the leave is to begin and the employer must respond to the request not later than seven (7) calendar days after the date the leave request was submitted. An employee shall submit a written request (or confirm an oral request in writing) to use less than five (5) days of annual leave at least two (2) working days before the date the leave is to begin; and the employer must respond to the request not later than one (1) working day after the date the leave request was submitted; 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 supervisor does not respond in the above given time frame, the leave is considered denied, and the employee may appeal to the next higher supervisor. 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.

H. 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.

I. 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.

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

K. Vacation leave may be taken in increments of one-half (.5) hour or more.

L. 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.

M. 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:

1. 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,
2. The request is accompanied by a Doctor's certificate specifying the duration of the employee's illness, injury and/or hospitalization.

## **9. SICK LEAVE**

- A. All full-time employees earn four and one-half (4 1/2) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours. 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.
- B. There shall be no limit on the amount of sick leave an eligible employee may accumulate.
- C. 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, domestic partner, dependent children; parents, grandparents, grandchildren, former primary caregiver 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.
- D. For purposes of this Article, "domestic partner" shall mean that an employee covered by this Agreement has established a domestic partnership. To establish a domestic partnership, an employee covered by this Agreement and his/her partner must satisfy all of the following requirements:
  1. Be the same sex;
  2. Share a close personal relationship and be responsible for each other's welfare;
  3. Have shared the same legal residence for at least twelve (12) months;
  4. Be at least eighteen (18) years old;
  5. Have voluntarily consented to the relationship, without fraud or duress;
  6. Not be married to, or in a domestic partnership with, any other person;
  7. Not be related by blood or affinity in a way that would disqualify them from marriage under State law if the employee and partner were opposite sexes; and,
  8. Be legally competent to contract and share sufficient financial and legal obligations.
- E. Requests 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.

F. 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.

G. 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 leave under Section 13. (Bereavement Leave).

H. 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.

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

#### **10. 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:

A. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8) of the County Personnel Law.

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

C. 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:

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 three hundred sixty (360) hours, whichever is greater.

D. 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 (.5) of the employee's base hourly rates of pay as of January 4, 1997. Sick leave earned beginning the first pay period of the 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.

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

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

G. 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.

H. Upon retirement, employees covered by this Salary Schedule may convert any unused annual leave to new sick leave for pension credit under the State Retirement or Pension Plan.

## **11. PERSONAL LEAVE**

A. Twenty-eight (28) 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 workday. Personal leave may be taken in increments of one (1) hour.

B. Personal leave shall be effective concurrent with the wage-reporting year.

## **12. MILITARY LEAVE**

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, the resultant war on terrorism or other military action shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate of pay, without the exhaustion of the employee's annual, personal and compensatory leave balances. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer

and employee contributions of the premium being paid by the County. These benefits shall expire on February 27, 2011.

### **13. BEREAVEMENT LEAVE**

A. In the event of the death of an employee's primary care giver, parent, spouse, domestic partner, child, parent-in-law, son- or daughter-in-law, brother- or sister-in-law, grandchild, brother, sister, aunt, uncle, grandparents, or spouse's grandparents, the employee shall be permitted to take up to five (5) working days leave from the employee's accumulated leave for bereavement. Upon the death of the employee's former primary care givers, parents, parents-in-law, spouse, domestic partner, siblings or child, the first three (3) days will be charged to administrative leave and the rest to the employee's accumulated leave. For any other member of the employee's family (as defined above), the first two (2) leave days will be administrative leave days and the rest will be charged to the employee's accumulated leave.

B. For purposes of this Article, "domestic partner" shall mean that an employee covered by this Agreement has established a domestic partnership. To establish a domestic partnership, an employee covered by this Agreement and his/her partner must satisfy all of the following requirements:

1. Be the same sex;
2. Share a close personal relationship and be responsible for each other's welfare;
3. Have shared the same legal residence for at least twelve (12) months;
4. Be at least eighteen (18) years old;
5. Have voluntarily consented to the relationship, without fraud or duress;
6. Not be married to, or in a domestic partnership with, any other person;
7. Not be related by blood or affinity in a way that would disqualify them from marriage under State law if the employee and partner were opposite sexes; and,
8. Be legally competent to contract and share sufficient financial and legal obligations.

### **14. 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.

### **15. LEAVE OF ABSENCE**

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

B. Any requests for a leave of absence shall be submitted in writing by the employee to the employee's Appointing Authority. 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 within seven (7) days of the initial request. 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.

#### **16. 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 16-225.01)

#### **17. 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.

#### **18. DISABILITY LEAVE**

In the event an employee covered by this Salary Schedule is injured on the job and released by his/her physician to perform light duty, such light duty shall be administered in accordance with personnel policy and procedures.

#### **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. Prior to granting civic duty leave, the employee must provide prior notice to the employer along with a copy of the subpoena as soon as possible following receipt of such 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 AND PAY**

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

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

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

C. 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 workday before and the first regular workday after the day of holiday observance.

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

E. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled workday 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.

## **22. UNION BUSINESS LEAVE**

A. Within three (3) months of the enactment of this Salary Schedule, the parties will agree on a total number of designated Union stewards eligible for Union Business Leave. Effective July 1, 2006, such leave will be dedicated to a single composite bank of four thousand five hundred (4,500) hours per calendar year for all members represented by this bargaining unit for attendance at regularly scheduled Union conventions, training and conferences, preparation for negotiations and grievances, meetings of union local presidents and other appropriate union business. Union Business leave shall be authorized by the Appointing Authority based on operational needs. The leave balance will be maintained by the Office of Human Resources Management.

B. 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 shall provide the Office of Human Resources Management 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 and the Local in which they will be attending the event. The Human Resource Management Office will forward the request to the Directors of the Department or his/her designee for signed approval within five (5) days of receipt of request. Such leave shall be

approved subject to the operational needs of the County, but approval will not be unreasonably withheld.

C. Employees elected 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. During an employee's second (2nd) year leave of absence granted under this paragraph, his/her position may be filled by another employee. In that event, the employee returning from the leave of absence will be placed in a vacant position for which he/she is qualified.

### **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.

### **24. WORK CLOTHING AND TOOLS**

A. Except as provided below, all employees covered by this Salary Schedule in Locals 2462 and 2735 will be provided work clothing on a rental basis according to departmental policy.

B. All employees covered by this Salary Schedule 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 reimbursement of one hundred dollars (\$100.00) per year, which shall be paid during the first full pay period beginning on or after July 1 of each year of this Salary Schedule. At the option of the Department Director, an allowance may be paid instead of a reimbursement.

C. 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 of four hundred fifty dollars (\$450.00) per year in a check during the second full pay period in July.

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

E. Those Animal Control Officers who are provided uniforms will be paid a uniform maintenance allowance of four hundred twenty-five dollars (\$425.00) for upkeep of their uniforms. This allowance shall be paid during the first full pay period beginning on or after July 1 of each year of this Salary Schedule.

F. 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 County will also provide uniforms to the Department of Housing and Community Development Construction Advisors and Rental Assistance Division Inspectors. The Employer will furnish adequate rain gear where necessary to employees in those classifications.

G. 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 one (1) installment in July of each fiscal year.

H. Transit Equipment Operators in the Department of Public Works and Transportation and Construction Advisors, Section 8 Inspectors and Lead Inspectors in the Department of Housing and Community Development will receive a clothing allowance of two hundred fifty dollars (\$250.00) per year. The allowance will be paid in one (1) installment in July of each fiscal year.

## **25. HEALTH INSURANCE COVERAGE**

A. The County shall contribute seventy-three percent (73%) 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-seven percent (27%).

B. The County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%).

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

D. The County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

1. The changes in premium contribution percentages (in paragraphs A, B and D) will not become effective unless and until collective bargaining agreements and/or necessary resolutions are approved by the County Council in effect providing that such changes are effective for all County employees. Changes will not be retroactive.

E. 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.

F. 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, will

pay the full cost of whichever option is chosen.

G. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account.

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

I. The County shall pay an accidental death benefit of ten thousand dollars (\$10,000.00) upon the death of any employee whose death results from an accidental personal injury arising out of and in the course of his/her employment. This accidental death benefit is also payable for a death due to a bodily injury arising outside of employment.

J. 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 Personnel Law Section 16-224 and Administrative Procedure 284.

K. When 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 Section 15 (Leave of Absence), the County will pay the Employer and employee share of the employee's health insurance during the leave of absence.

L. The County 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.

M. During the term of this Salary Schedule, employees covered by this Salary Schedule, who are required to possess a commercial driver's license (CDL) to maintain their County employment will be permitted to utilize the services of the County's contractor for employee physical examinations, currently Dyne Medical, at the cost of twenty-five dollars (\$25.00) per required CDL examination. Employees are responsible for making appointments for their examinations and shall make their payments directly to the contractor for services rendered. The County will notify the Union and affected employees of any changes, including a different County contractor or the price of the examination.

N. A Health Care Benefits Committee shall be formed thirty (30) days after enactment by the County Council of this Salary Schedule. The purposes of the Committee shall be to review existing health care benefits and provisions for employees and retirees; make recommendations to the Chief Administrative Officer regarding health care benefit levels, cost containment measures and contribution ratios; and meet on a monthly basis or as necessary. Committee members shall include the four Local Presidents, Staff Representative and the Labor Relations Specialist, and an equal number of County representatives. Committee members may send designees to Committee meetings in their place. Each party may appoint one or more outside consultants. The compensation of the consultants shall be the responsibility of the appointing party. Consultants shall be permitted to attend all Committee meetings and shall advise Committee members on subjects under Committee review. The Committee shall be co-chaired by the Chief Labor Negotiator and one of the aforementioned Union Representatives.

O. The County shall provide the Union with copies of all RFPs for health care at the same time as such requests are let for bid. Upon request, the County shall meet and confer with the Union prior to the selection of any health care provider for members of the bargaining unit.

P. Any changes to an employees health benefits arising out of the adoption of this Salary Schedule shall take effect annually on January 1.

## **26. 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.

## **27. RETIREMENT CONTRIBUTIONS**

A. 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.

B. Current participants in the Maryland State Retirement System may transfer to the Employees' Pension System, which is non-contributory up to the Social Security Wage Base.

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

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

## 28. SUPPLEMENTAL RETIREMENT BENEFIT

### A. Benefit Accrual and Amounts

1. Effective July 1, 1990, employees covered by this Salary Schedule 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 E, below.

b. Pursuant to paragraph A, 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 E, below.

### B. Vesting

#### 1. Minimum Continuous Service Requirements

No employee covered by this Salary Schedule 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.

#### 2. Vested Benefit

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

### C. Benefit Payment

The benefit accrued by an employee under either paragraphs A or B, 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.

### D. Funding.

Except for the cost of the additional benefit provided in paragraph H below, (which cost shall be the responsibility of the County) 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.

E. Definitions.

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

2. 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.

3. 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.

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

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

Effective July 1, 1992, the benefit accrual rate in paragraph A, 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 Salary Schedule 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).

G. Supplemental Retirement Benefit Plan (modifications effective July 1, 2001)

Effective July 1, 2001, the benefit accrual rate in paragraph F, above, shall be increased from six tenths of one percent (0.6%) to eight tenths of one percent (0.8%) per year for up to twenty-five (25) years of service for an increase in normal benefit from fifteen percent (15%) to twenty percent (20%). The additional cost for this benefit enhancement will be paid totally by the County.

H. Supplemental Retirement Benefit Plan (modifications effective January 1, 2007)

1. Effective January 1, 2007, the benefit accrual rate in paragraph G, above, shall be increased from eight tenths of one percent (0.8%) per year to one percent (1%) per year of service for up to thirty (30) years of service with a maximum benefit of thirty percent (30%) of Average Annual Compensation. The total cost of this enhancement will be borne by the County.

2. All eligible members of Locals 2462, 2735, 3389 and 1170 will be enrolled in the AFSCME supplemental pension plan.

I. Part-time Employees.

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

J. IRS Pickup Plan

1. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by paragraph D. (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.

2. 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.

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

**29. SOCIAL SECURITY**

A. Effective January 1, 2009 the County, and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund (FICA-OASDI) of 6.2% of the first one hundred six thousand and eight hundred dollars (\$106,800) and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

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

**30. 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.

**31. 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.

**32. P.E.O.P.L.E. 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.

**33. 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.