

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1997 Legislative Session

Resolution No. CR-24-1997

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Bailey and Estep

Co-Sponsors

Date of Introduction April 1, 1997

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - Council 67,

American Federation of State, County and Municipal Employees,

AFL-CIO, and its affiliated Local 3279

(Department of Environmental Resources-Clerical Units I and II)

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that Salary Schedule C submitted and recommended by the County Executive on March 27, 1997, which is attached hereto and made a part hereof, setting forth the following modifications: no cost of living or merit step increases during the period from July 1, 1995 through June 30, 1997; modification in sick and annual leave benefit in accordance with CB-62-1995; additional four (4) hours of personal leave in lieu of the former General Election Day; and further establishing the work hours, overtime compensation, call-in and differential pay, holiday pay, temporary assignments, annual leave, sick leave, sick and

annual disposition upon separation, personal leave, military leave, bereavement leave, jury duty, leave of absence, family and medical leave, blood donation leave, civic duty leave, voting time leave, holiday leave, union business leave, administration of leave, work clothing, health insurance coverage, life insurance coverage, unemployment insurance, retirement contribution, supplemental retirement benefit, social security, workers' compensation, incentive awards, PEOPLE fund deduction, for such employees, be and the same is hereby approved.

Adopted this 3rd day of June , 1997.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:
Dorothy F. Bailey
Chair

ATTEST:

Joyce T. Sweeney
Clerk of the Council

SALARY SCHEDULE C

SCHEDULE OF PAY GRADES - AFSCME LOCAL 3279

(DEPARTMENT OF ENVIRONMENTAL RESOURCES-
CLERICAL UNITS I AND II)

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 1995 - June 30, 1997

TABLE OF CONTENTS

I. Scheduled Pay Rates 1

II. Modified C-Scale - Pay Plan Description and General Rules..... 4

III. Special Rules for FY95 9

IV. Merit Increases 9

V. Cost of Living Adjustment..... 9

VI. Probationary Period..... 9

VII. Work Hours 10

VIII. Overtime Compensation..... 12

IX. Call-In and Differential Pay 13

X. Holiday Pay 14

XI. Temporary Assignments 14

XII. Annual Leave 14

XIII. Sick Leave 16

XIV. Sick and Annual Disposition Upon Separation 17

XV. Personal Leave 18

XVI. Military Leave 19

XVII. Bereavement Leave 20

XVIII. Jury Duty 20

XIX. Leave of Absence 20

XX. Family and Medical Leave 21

XXI. Blood Donation Leave 21

XXII. Civic Duty Leave..... 21

XXIII. Voting Time Leave..... 21

XXIV. Holiday Leave 21

XXV. Union Business Leave..... 22

XXVI. Administration of Leave..... 23

XXVII. Work Clothing..... 23

XXVIII. Health Insurance Coverage 23

XXIX. Life Insurance Coverage..... 24

XXX. Unemployment Insurance..... 24

XXXI. Retirement Contributions..... 25

XXXII. Supplemental Retirement Benefit 25

XXXIII. Social Security..... 25

XXXIV. Workers' Compensation 25

XXXV. Incentive Awards..... 26

XXXVI. PEOPLE Fund Deduction 26

XXXVII. Policy Statement..... 26

I. Scheduled Pay Rates

SALARY SCHEDULE C
 SCHEDULE OF PAY GRADES
 IN EFFECT JULY 1, 1996
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	
C-02	HOURLY	6.0970	8.9841	9.4333	9.9050
	BIWKLY	487.75	718.73	754.67	792.40
	ANNUAL	12,682	18,687	19,621	20,602
C-03	HOURLY	6.4018	9.4333	9.9050	10.4003
	BIWKLY	512.14	754.67	792.40	832.02
	ANNUAL	13,316	19,621	20,602	21,632
C-04	HOURLY	6.7219	9.9050	10.4002	10.9203
	BIWKLY	537.75	792.40	832.02	873.62
	ANNUAL	13,982	20,602	21,632	22,714
C-05	HOURLY	7.0580	10.4002	10.9202	11.4663
	BIWKLY	564.64	832.02	873.62	917.30
	ANNUAL	14,681	21,632	22,714	23,850
C06	HOURLY	7.4109	10.9202	11.4662	12.0396
	BIWKLY	592.87	873.62	917.30	963.17
	ANNUAL	15,415	22,714	23,850	25,042
C07	HOURLY	7.7812	11.4663	12.0397	12.6417
	BIWKLY	622.50	917.30	963.18	1,011.34
	ANNUAL	16,185	23,850	25,043	26,295
C08	HOURLY	8.1704	12.0396	12.6416	13.2737
	BIWKLY	653.63	963.17	1,011.33	1,061.90
	ANNUAL	16,994	25,042	26,295	27,609
C09	HOURLY	8.5788	12.6416	13.2737	13.9373
	BIWKLY	686.30	1,011.33	1,061.90	1,114.98
	ANNUAL	17,844	26,295	27,609	28,990
C10	HOURLY	9.0078	13.2737	13.9373	14.6341
	BIWKLY	720.62	1,061.90	1,114.98	1,170.73

		ANNUAL	18,736	27,609	28,990	30,439
<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>		<u>SENIOR</u>	<u>SENIOR PLUS</u>	
C11	HOURLY	9.4581		13.9374	14.6342	15.3660
	BIWKLY	756.65		1,114.99	1,170.74	1,229.28
	ANNUAL	19,673		28,990	30,439	31,961
C12	HOURLY	9.9310		14.6342	15.3660	16.1344
	BIWKLY	794.48		1,170.74	1,229.28	1,290.75
	ANNUAL	20,656		30,439	31,961	33,560
C13	HOURLY	10.4275		15.3660	16.1344	16.9411
	BIWKLY	834.20		1,229.28	1,290.75	1,355.29
	ANNUAL	21,689		31,961	33,560	35,237
C14	HOURLY	10.9489		16.1344	16.9411	17.7881
	BIWKLY	875.91		1,290.75	1,355.29	1,423.05
	ANNUAL	22,774		33,560	35,237	36,999
C15	HOURLY	11.4963		16.9410	17.7880	18.6774
	BIWKLY	919.70		1,355.28	1,423.04	1,494.19
	ANNUAL	23,912		35,237	36,999	38,849
C16	HOURLY	12.0713		17.7880	18.6774	19.6113
	BIWKLY	965.70		1,423.04	1,494.19	1,568.90
	ANNUAL	25,108		36,999	38,849	40,792
C17	HOURLY	12.6747		18.6773	19.6112	20.5918
	BIWKLY	1,013.98		1,494.18	1,568.90	1,647.34
	ANNUAL	26,363		38,848	40,791	42,831
C18	HOURLY	13.3085		19.6113	20.5919	21.6215
	BIWKLY	1,064.68		1,568.90	1,647.35	1,729.72
	ANNUAL	27,682		40,792	42,831	44,973
C19	HOURLY	13.9740		20.5919	21.6215	22.7025
	BIWKLY	1,117.92		1,647.35	1,729.72	1,816.20
	ANNUAL	29,066		42,831	44,973	47,221

The hourly rates are the November 13, 1994 rates multiplied by 102%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

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

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

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

II. Modified C-Scale - Pay Plan Description and General Rules

A. Pay plan modifications effective July 1, 1994

B. MIN-MAX pay plan with two (2) longevity steps, derived as follows:

MINIMUM rate is the Minimum rate which has been effective since June 27, 1993.

MAXIMUM rate is the Maximum rate which has been effective since June 27, 1993.

SENIOR rate is a longevity step 5% above the MAXIMUM rate.

SENIOR PLUS rate is a longevity step 5% above the SENIOR rate.

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

1. They reach the MAXIMUM rate; or,
2. The 3.5% increase would establish their hourly rate one percent (1%) or less below the MAXIMUM rate, in which case the hourly rate will be automatically adjusted upward to the MAXIMUM rate; or,
3. The 3.5% merit adjustment would cause an employee's salary rate to exceed the MAXIMUM rate established for that grade, in which case the employee's salary will instead be adjusted to equal the MAXIMUM rate; or,
4. The employee has completed ten years of continuous service in the same pay grade, in which case the employee will be placed at the MAXIMUM rate for his or her grade if not there already.

D. The waiting period to advance to the SENIOR rate is two years at the MAXIMUM rate; to the SENIOR PLUS rate, two years at the SENIOR rate.

E. Promotions, Reallocations and Demotions.

1. For Employees Within the MINIMUM to MAXIMUM range.

a. Promotions and Reallocations.

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

b. Demotions.

Employees within the MINIMUM rate to MAXIMUM rate range who are demoted will receive a salary decrease of two (2) five percent (5%) steps (that is, 10.25%), provided that:

- 1) If the resulting rate exceeds the MAXIMUM rate of the new grade, the employee will be placed at the closest rate in the new grade (that is, SENIOR rate or SENIOR PLUS rate) which does not exceed a 10.25% decrease.
- 2) In no event may the rate upon demotion be less than the MINIMUM rate or exceed the SENIOR PLUS rate.

2. For Employees At MAXIMUM, SENIOR and SENIOR PLUS rates.

a. Promotions and Reallocations.

1. One or Two Grades

Employees at the MAXIMUM, SENIOR or SENIOR PLUS rates who are promoted or reallocated by one (1) or two (2) grades will receive a salary increase of one five percent (5%) step or two five percent (5%) steps (that is, 10.25%), respectively, upon promotion or reallocation and receive the rate of the corresponding step of the new grade after promotion or reallocation.

Examples of one or two grade promotions and reallocations from MAXIMUM, SENIOR or SENIOR PLUS rates:

- a) An employee who is promoted from the MAXIMUM rate at C-10 by one grade will be placed at the C-11 MAXIMUM rate.

- b) An employee who is promoted from the SENIOR rate at C-10 by two grades will be placed at the C-12 SENIOR rate.
- c) An employee who is reallocated from the SENIOR PLUS rate at C-10 by one grade will be placed at the C-11 SENIOR PLUS rate.

2. More than Two Grades

Employees at the MAXIMUM, SENIOR or SENIOR PLUS rates who are promoted or reallocated more than two (2) grades on the C-Scale will receive a wage increase equal to two (2) five percent (5%) steps (that is, 10.25%) and be placed at that rate (within the range of MINIMUM rate to MAXIMUM rate, or at MAXIMUM rate or SENIOR rate, as appropriate) on the new promotional grade.

Examples of multigrade promotions (or reallocations) from MAXIMUM, SENIOR or SENIOR PLUS rates:

- a) An employee who is promoted from the C-10 MAXIMUM rate by three grades to C-13 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed on C-13 at a rate which is approximately five percent (5%) below the C-13 MAXIMUM rate.
- b) An employee who is promoted from the C-10 MAXIMUM rate by four grades to C-14 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed on C-14 at a rate which is approximately ten and one-fourth percent (10.25%) below the C-14 MAXIMUM rate.
- c) An employee who is promoted from the C-10 MAXIMUM rate by five grades to C-15 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed at a rate which is approximately fifteen and three-fourths percent (15.76%) below the C-15 MAXIMUM rate.
- d) An employee who is promoted from the C-10 SENIOR rate by three grades to C-13 will receive a salary increase of two

(2) five percent (5%) steps (that is, 10.25%) and be placed at the MAXIMUM rate of C-13.

- e) An employee who is promoted from the C-10 SENIOR PLUS rate by three grades to C-13 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed at the SENIOR rate of C-13.
- f) An employee who is promoted from the C-10 SENIOR PLUS rate by four grades to C-14 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed at the MAXIMUM rate of C-14.
- g) An employee who is promoted from the C-10 SENIOR PLUS rate by five grades to C-15 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed at a rate five percent (5%) below the MAXIMUM rate of C-15.

b. Demotions.

1. One or Two Grades

Employees at the MAXIMUM, SENIOR or SENIOR PLUS rates who are demoted by one (1) or two (2) grades will be placed at the step of the new grade (MAXIMUM, SENIOR or SENIOR PLUS) which corresponds to their step before demotion and represents a salary decrease of one five percent (5%) step or two five percent (5%) steps (i.e., 10.25%), respectively.

Examples of one or two grade demotions from MAXIMUM, SENIOR or SENIOR PLUS rates:

- a) An employee who is demoted from the SENIOR rate at C-12 by two (2) grades will be placed at the C-10 SENIOR rate and receive a salary decrease of two (2) five percent (5%) steps (that is, 10.25%).

- b) An employee who is demoted from the SENIOR PLUS rate at C-12 by one grade will be placed at the C-11 SENIOR PLUS rate and receive a salary decrease of one (1) five percent (5%) step.

2. By More than Two Grades

Employees at the MAXIMUM and SENIOR rates who are demoted by three (3) or more grades will be placed at the step of the grade after the demotion which results in a salary decrease of two (2) five percent (5%) steps (that is, 10.25%), except that when placement on MAXIMUM, SENIOR or SENIOR PLUS of the new grade will all result in a salary reduction of more than 10.25% the employee will be placed on the highest step, SENIOR PLUS.

Employees at the SENIOR PLUS rate who are demoted by three (3) or more grades will be placed at the SENIOR PLUS rate of the new grade upon the demotion.

Examples of demotions of three or more grades from MAXIMUM, SENIOR or SENIOR PLUS rates:

- a) An employee who is demoted from the MAXIMUM rate at C-16 by three grades will be placed at the C-16 SENIOR rate, resulting in a salary decrease of two (2) five percent (5%) steps (that is, 10.25%).
- b) An employee who is demoted from the SENIOR C-12 by four grades to C-08 will be placed at the C-08 SENIOR PLUS rate. (MAXIMUM, SENIOR, and SENIOR PLUS all represent more than a 10.25% decrease. The employee is placed at the SENIOR PLUS rate, the highest step.)
- c) An employee who is demoted from the SENIOR PLUS rate at C-12 by four (4) grades to C-08 will be placed at the C-08 SENIOR PLUS rate.

F. Step Reductions.

For purposes of a Step Reduction imposed as discipline, a step shall consist of five percent (5%) and such reductions shall be applied in accordance with the Personnel Law.

III. Special Rules for FY95

- A. On their anniversary dates in FY95, employees whose salary rate is less than the MAXIMUM rate will resume merit step increases pursuant to I.C., above.
- B. On their anniversary dates in FY95, employees whose salary rate was at MAXIMUM on June 27, 1993, will be moved to SENIOR rate. They will also be eligible for back pay in accordance with the principles of CR-40- 1993, as follows:

Backpay will be equal to the difference between the merit increase received on March 7, 1993 (or none, if that were the case) and 3.5% for the period from June 27, 1993 until their anniversary date in FY95. (Examples: Employee A who received no merit increase in FY93, would have a CR-40 factor of 3.5%, that is, 3.5% less zero percent (0%); while Employee B, who received a 1.3% merit increase to MAXIMUM rate in FY93, would have a CR-40 factor of 2.2%, that is, 3.5% less 1.3%; and, finally, Employee C, who received a full 3.5% merit increase to MAXIMUM rate in FY93, would have a CR-40 factor of zero percent (0%), that is, 3.5% less 3.5%, and receive no backpay.)

- C. On June 25, 1995, employees below the MAXIMUM rate who were eligible to receive but did not receive a merit step increase during FY94 shall have that step restored.
- D. On June 25, 1995, employees at the SENIOR rate with fourteen or more years of service shall be placed at the SENIOR PLUS rate and receive a five percent (5%) increase.

IV. Merit Increases

Employees covered by this Salary Schedule who would otherwise be entitled to

receive any merit step (anniversary) increases during the period from July 1, 1995 through June 30, 1997 will not receive any and forgo it.

V. Cost of Living Adjustment

No employee covered by this Salary Schedule will receive cost of living adjustments during the period from July 1, 1995 through June 30, 1997.

VI. 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. 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.

VII. Work Hours

A. Hours of Work

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

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

B. Snow and Ice Removal

1. The Director, at his/her sole discretion, may designate a snow and ice control operation as a special operation.
2. Where the Director has designated a snow and ice operation as a special operation, he/she may, at his/her discretion, schedule employees to work snow and ice removal operations in a manner which he/she believes is necessary for safe and efficient operations.
3. On days when the Director has designated snow and ice control as a

special operation, employees who report to work at all times so required will be paid for all hours actually worked during what would be the employee's normal hours of work at the rate of pay normally applicable to those hours of work and for all hours of work actually worked outside of what would be the employee's normal hours of work at the appropriate overtime rate.

4. Where, pursuant to paragraph 2, above, employees who report at their normal starting time (e.g., 7:30 a.m.) on the first day of a snow and ice removal special operation are relieved of duty prior to completion of their regularly scheduled shift, the employees will be paid either administrative leave or compensatory leave at the straight time rate on an hour for hour basis for the balance of their regularly scheduled shift hours not actually worked. On subsequent days, employees who work fewer than a total of eight (8) hours during the day (whether straight time or overtime) will be paid the difference between the number of hours worked and eight (8) hours in administrative leave or compensatory leave at the straight time rate. In all cases, however, the employee will receive a minimum of eight (8) hours (overtime and straight time combined) of pay per day. The decision as to whether to pay compensatory or administrative leave is solely the Director's, provided, however, that any compensatory leave so earned will not be forfeited.
5. An employee who has an unexcused absence from work (i.e., AWOL) during any workweek in which these Snow and Ice Removal Provisions are involved will forfeit the benefits of these provisions and will be paid only for hours actually worked on snow and ice removal that week in accordance with the other terms of their Agreement.
6. Notwithstanding Article 39 (Holidays), when a holiday is observed on a day that a special operation is designated for snow and ice removal, any employee covered by this Agreement who works on that day will be paid at the rate of two and one-half (2 1/2) times their regular rate for all hours worked when the special operation is in effect on the holiday.

C. Rest Period

The department head 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.

VIII. Overtime Compensation

Employees shall be compensated for overtime worked as follows:

- A. Employees will be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for time they are required to work in excess of forty (40) hours in a workweek.
- B. All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime work they are required to work on their seventh (7th) consecutive day of work.
- C. All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime work they are required to work on Sundays.
- D. All leave with pay shall be considered time worked in the computation of overtime.

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

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

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

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

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

IX. Call-In and Differential Pay

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

Employees covered by this Salary Schedule and regularly assigned to night or shift work shall be paid ninety-five (\$.95) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. Employees eligible for shift differential pay shall receive that pay for all paid status hours, to include approved paid leave hours and holidays.

X. Holiday Pay

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

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

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

his/her base hourly rate.

XI. Temporary Assignments

Employees who are required to perform duties of a higher job classification after seven (7) consecutive work days shall be compensated retroactively at the rate of that higher classification. No employee shall be required to perform such work for more than one hundred twenty (120) days in any one calendar year.

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

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

XII. Annual Leave

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

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

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

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

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

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

Employees shall accumulate annual leave while serving their initial probationary

period, but shall not be granted annual leave during the first ninety (90) days of service with the County. 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/she made subsequent to the approval of his/her 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/her approved leave without the prior written approval of Management.

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

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

A written request to charge such time to sick leave is submitted to his/her 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.

XIII. 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.

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 Section XVII.

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.

XIV. Sick and Annual Disposition Upon Separation

The annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, with proper notice of separation as determined by the employee's appointing authority, be liquidated in the following manner:

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);
2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;
3. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, the employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following limitation:
 - a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the 1996 leave year (i.e. January 4, 1997) or 360 hours, whichever is greater.
4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of January 4, 1997, or as otherwise established by an applicable collective bargaining agreement and/or salary schedule. Sick leave earned beginning the first pay period of 1997 is not subject to cash payment to the employee upon

separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

5. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.
6. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 shall forfeit any sick leave hours accumulated at the time of the employee's separation.
7. Upon retirement, an employee shall be entitled to receive credit on an actuarial equivalent basis for unused sick leave for which an authorized cash payment has not been elected as creditable service in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, and the terms of any applicable County sponsored pension plan.

XV. Personal Leave

Two paid personal leave days 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. Personal leave may be used in one-hour increments. 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.

XVI. Military Leave

Military leave shall be approved for an employee by the employee's appointing authority as follows:

A. Military Leave With Pay

Military leave with pay, not to exceed fifteen (15) working days per wage reporting year, shall be granted to employees who are reservists or members of the National Reserve or Guard ordered to active training duty.

In addition, military leave with pay shall be approved by the appointing authorities for employees who are members of the National Reserve or Guard when ordered on domestic emergency duty related to disaster relief or civil disturbance, provided, however, that such leave shall not exceed fifteen (15) working days for each such domestic emergency, except where longer leave periods are authorized under the provisions of Article 65, Section 42 of the Annotated Code of Maryland.

B. Military Leave Without Pay

Military leave without pay shall be approved by an Appointing Authority when an employee enlists or is drafted into the United States Armed Forces during a time of war or a time of national emergency or, upon exhaustion of an employee's military leave with pay entitlement, when a member of the National Reserve or Guard is required to perform active duty for training or inactive duty training in accordance with Section 2024 of Title 38 of the United States Code (Veterans Reemployment Act).

C. Restoration to Position After Military Leave Without Pay

An employee shall be entitled to return to the position the employee occupied at the time the employee was granted military leave without pay, as provided in subparagraph B above, subject to the following conditions:

1. The employee requests the employee's appointing authority to restore the employee to the employee's position within ninety (90) calendar days after the effective date of the employee's discharge from active military duty; and,
2. The employee, if hospitalized at the time of discharge from active military duty, requests the employee's appointing authority to restore the employee to the employee's position within ninety (90) calendar days after discharge from the hospital; and
3. The employee was discharged from active military duty under honorable conditions.
4. In the event an employee sustains a disability during military service and cannot perform the duties of his or her former position, the employee shall be reinstated in a position with similar pay, circumstances, and seniority.

XVII. 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. Notwithstanding the foregoing, the first three (3) leave days will be administrative leave days upon the death of a spouse (or a parent if the employee is unmarried) or child.

XVIII. 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, the employee must return to his/her regular work for the remainder of the day.

XIX. 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.

XX. Family and Medical Leave

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

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. Holiday Leave

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

1. New Year's Day;
2. Martin Luther King's Birthday;
3. Presidential Inauguration Day;
4. Washington's Birthday;
5. Memorial Day;
6. Independence Day;
7. Labor Day;
8. County Employees' Appreciation Day
9. Columbus Day;
10. Veteran's Day;
11. Thanksgiving Day; and
12. Christmas Day

Further, beginning in the 1998 wage reporting year, employees will be granted an additional four (4) hours of personal leave each leave year in lieu of the former General Election Day holiday.

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

XXV. Union Business Leave

AFSCME Locals 2462, 2735 and 3279 and Council 67 shall appoint one bargaining unit member from all of the units represented by AFSCME Locals 2462, 2735 and 3279 to serve as the Chief Steward for all employees in those units. The Chief Steward shall be a County employee on payroll status and shall be responsible for labor relations activities associated with the administration of the Agreement on a full-time basis. Furthermore, he/she shall be responsible for coordinating and processing of grievances for all the Local Unions, and shall conduct activities to avoid overlapping or duplicating services of any other union representatives. These activities shall be conducted without disrupting the work of any County employees who are not directly involved.

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

Additionally, employees who are duly elected Local Union stewards, Local Union officers (President, Vice-President, Secretary and Treasurer), Local Union Board Members (up to 3 such members per Local) and Council 67 Executive Board Members shall be granted administrative leave to attend Union sponsored training classes during a calendar year. A single bank of fifty (50) days administrative leave will be available for attendance both at conventions and/or conferences in the paragraph immediately above and for Union sponsored training.

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

Employees selected to any Union office or selected by the Union to do work which takes them from their employment must request the County's approval at least 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.

XXVI. Administration of Leave

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

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

XXVII. Work Clothing

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

All permanent employees covered by this Salary Schedule who are required by the County to wear safety shoes and who present appropriate proof of purchase of a pair of approved safety shoes shall be entitled to a reimbursement of up to two hundred dollars (\$200.00) during the two year period covered by this Salary Schedule toward the purchase of approved safety shoes.

XXVIII. Health Insurance Coverage

The County shall contribute seventy-five percent (75%) to the cost of the County's Health Insurance Program (CountyCare Choice) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

The County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or an Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining

twenty percent (20%), but will in no event pay more than General Schedule employees.

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%).

A Dental Plan is available for all employees for which the employee pays the entire cost.

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.

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 34 (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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. Supplemental Retirement Benefit

Employees covered by this Salary Schedule shall participate in the Supplemental Pension Plan for employees covered by the Agreements between the County and AFSCME Council 67 and its Locals 2462 and 2735 and will participate in the Plan on the same basis (in terms of funding, vesting, IRS Pickup Plan, etc.) and at the same rate of benefit accrual as employees covered by the Agreements with Council 67 and its Locals 2462 and 2735.

XXXIII. Social Security

Effective January 1, 1996 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 \$62,700 and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

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

XXXIV. 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.

XXXV. 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.

XXXVI. PEOPLE Fund Deduction

The Employer agrees to deduct on a bi-weekly basis from the payroll checks of employees covered by this Salary Schedule who so request in writing voluntary contributions to the Union's 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 paragraph.

XXXVII. 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.