

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2015 Legislative Session

Resolution No. CR-50-2015

Proposed by The Chairman (by request – County Executive)

Introduced by Council Members Toles, Turner, Harrison, Franklin, Davis, Glaros,
Taveras and Patterson

Date of Introduction September 15, 2015

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, 2462, 2735 and 3389 – Salary Schedule A

5 For the purpose of approving the Salary Plan of the County to reflect the terms of the labor
6 agreement by and between Prince George’s County, Maryland and Council 67, AFSCME Locals
7 1170, 2462, 2735 and 3389.

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

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

14 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George’s
15 County, Maryland, that Salary Schedule A submitted and recommended by the County Executive
16 on September 4, 2015, which is attached hereto and made a part hereof, setting forth, among
17 others, the following modifications: wages; call-in/stand-by pay; work clothing allowance;
18 union business leave; annual leave; military benefits; and health and welfare, be and the same is
19 hereby approved.

20 BE IT FURTHER RESOLVED that this Resolution shall take effect on the date it is
21 adopted and that, unless stated otherwise in a specific provision of the Salary Schedule, shall be
22 retroactively effective to July 1, 2015.

Adopted this 10th day of November, 2015.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Mel Franklin
Chairman

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, 2015 - JUNE 30, 2016

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1. SCHEDULED PAY RATES

**SCHEDULE OF PAY GRADES (A03 – A27)
 AFSCME LOCALS 1170, 2462, 2735 and 3389
 PRINCE GEORGE’S COUNTY, MARYLAND
 EFFECTIVE JULY 1, 2013**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A03	HOURLY	10.9060	17.1652
	BIWEEKLY	872.48	1373.21
	ANNUAL	22,684	35,704
A04	HOURLY	11.1787	17.9917
	BIWEEKLY	894.29	1439.34
	ANNUAL	23,252	37,423
A05	HOURLY	11.4582	18.8400
	BIWEEKLY	916.65	1507.20
	ANNUAL	23,833	39,187
A06	HOURLY	11.7446	18.9925
	BIWEEKLY	939.56	1519.40
	ANNUAL	24,429	39,504
A07	HOURLY	12.0382	19.9058
	BIWEEKLY	963.06	1592.46
	ANNUAL	25,039	41,404
A08	HOURLY	12.3392	20.8444
	BIWEEKLY	987.13	1667.55
	ANNUAL	25,665	43,356
A09	HOURLY	12.6476	21.8640
	BIWEEKLY	1011.81	1749.12
	ANNUAL	26,307	45,477
A10	HOURLY	12.9638	22.9076
	BIWEEKLY	1037.10	1832.61
	ANNUAL	26,965	47,648

A11	HOURLY	13.2879	24.0170
	BIWEEKLY	1063.03	1921.36
	ANNUAL	27,639	49,955
A12	HOURLY	13.6325	25.1704
	BIWEEKLY	1090.60	2013.63
	ANNUAL	28,356	52,354
A13	HOURLY	14.2728	26.3881
	BIWEEKLY	1141.83	2111.05
	ANNUAL	29,687	54,887
A14	HOURLY	14.9865	27.6716
	BIWEEKLY	1198.92	2213.73
	ANNUAL	31,172	57,557
A15	HOURLY	15.7355	29.0202
	BIWEEKLY	1258.84	2321.62
	ANNUAL	32,730	60,362
A16	HOURLY	16.5229	30.4123
	BIWEEKLY	1321.83	2432.98
	ANNUAL	34,368	63,258
A17	HOURLY	17.3487	31.8913
	BIWEEKLY	1387.90	2551.31
	ANNUAL	36,085	66,334
A18	HOURLY	18.2162	33.4581
	BIWEEKLY	1457.30	2676.64
	ANNUAL	37,890	69,593
A19	HOURLY	19.1271	35.0893
	BIWEEKLY	1530.17	2807.15
	ANNUAL	39,784	72,986
A20	HOURLY	20.0835	36.8076
	BIWEEKLY	1606.68	2944.61
	ANNUAL	41,774	76,560
A21	HOURLY	21.0876	38.6129
	BIWEEKLY	1687.01	3089.03
	ANNUAL	43,862	80,315

A22	HOURLY	22.1421	40.4837
	BIWEEKLY	1771.36	3238.70
	ANNUAL	46,055	84,206
A23	HOURLY	23.2492	42.4852
	BIWEEKLY	1859.93	3398.82
	ANNUAL	48,358	88,369
A24	HOURLY	24.4116	44.5515
	BIWEEKLY	1952.93	3564.12
	ANNUAL	50,776	92,667
A25	HOURLY	25.6322	46.7485
	BIWEEKLY	2050.57	3739.88
	ANNUAL	53,315	97,237
A26	HOURLY	26.9138	49.0542
	BIWEEKLY	2153.11	3924.34
	ANNUAL	55,981	102,033
A27	HOURLY	28.2595	51.5070
	BIWEEKLY	2260.76	4120.56
	ANNUAL	58,780	107,134

The Adjusted Living Wage (ALW) rates effective July 1, 2012 will become the minimum hourly rates multiplied by 102.5%. The maximum rates will also be increased by 102.5%. 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.

**SCHEDULE OF PAY GRADES (A03 – A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE’S COUNTY, MARYLAND
EFFECTIVE MARCH 1, 2014**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A03	HOURLY	11.1787	17.5943
	BIWEEKLY	894.29	1407.54
	ANNUAL	23,252	36,596
A04	HOURLY	11.4581	18.4415
	BIWEEKLY	916.65	1475.32
	ANNUAL	23,833	38,358
A05	HOURLY	11.7446	19.3110
	BIWEEKLY	939.57	1544.88
	ANNUAL	24,429	40,167
A06	HOURLY	12.0382	19.4673
	BIWEEKLY	963.05	1557.39
	ANNUAL	25,039	40,492
A07	HOURLY	12.3392	20.4035
	BIWEEKLY	987.13	1632.28
	ANNUAL	25,665	42,439
A08	HOURLY	12.6476	21.3655
	BIWEEKLY	1011.81	1709.24
	ANNUAL	26,307	44,440
A09	HOURLY	12.9638	22.4106
	BIWEEKLY	1037.10	1792.85
	ANNUAL	26,965	46,614
A10	HOURLY	13.2879	23.4803
	BIWEEKLY	1063.03	1878.43
	ANNUAL	27,639	48,839
A11	HOURLY	13.6201	24.6174
	BIWEEKLY	1089.61	1969.39
	ANNUAL	28,330	51,204

A12	HOURLY	13.9733	25.7997
	BIWEEKLY	1117.87	2063.97
	ANNUAL	29,064	53,663
A13	HOURLY	14.6296	27.0478
	BIWEEKLY	1170.37	2163.83
	ANNUAL	30,430	56,259
A14	HOURLY	15.3612	28.3634
	BIWEEKLY	1228.90	2269.07
	ANNUAL	31,951	58,996
A15	HOURLY	16.1289	29.7457
	BIWEEKLY	1290.31	2379.66
	ANNUAL	33,548	61,871
A16	HOURLY	16.9360	31.1726
	BIWEEKLY	1354.88	2493.81
	ANNUAL	35,227	64,839
A17	HOURLY	17.7825	32.6886
	BIWEEKLY	1422.60	2615.09
	ANNUAL	36,988	67,992
A18	HOURLY	18.6716	34.2945
	BIWEEKLY	1493.73	2743.56
	ANNUAL	38,837	71,333
A19	HOURLY	19.6053	35.9666
	BIWEEKLY	1568.42	2877.33
	ANNUAL	40,779	74,810
A20	HOURLY	20.5856	37.7278
	BIWEEKLY	1646.85	3018.23
	ANNUAL	42,818	78,474
A21	HOURLY	21.6148	39.5782
	BIWEEKLY	1729.19	3166.26
	ANNUAL	44,959	82,323
A22	HOURLY	22.6956	41.4958
	BIWEEKLY	1815.65	3319.66
	ANNUAL	47,207	86,311

A23	HOURLY	23.8304	43.5474
	BIWEEKLY	1906.43	3483.79
	ANNUAL	49,567	90,578
A24	HOURLY	25.0219	45.6653
	BIWEEKLY	2001.75	3653.22
	ANNUAL	52,046	94,984
A25	HOURLY	26.2730	47.9172
	BIWEEKLY	2101.84	3833.38
	ANNUAL	54,648	99,668
A26	HOURLY	27.5867	50.2806
	BIWEEKLY	2206.93	4022.45
	ANNUAL	57,380	104,584
A27	HOURLY	28.9659	52.7946
	BIWEEKLY	2317.28	4223.57
	ANNUAL	60,249	109,813

The hourly rates are the July 1, 2013 rates multiplied by 102.5%. 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.

**SCHEDULE OF PAY GRADES (A03 – A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE’S COUNTY, MARYLAND
EFFECTIVE JULY 1, 2014**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A03	HOURLY	11.4022	17.9462
	BIWEEKLY	912.18	1435.69
	ANNUAL	23,717	37,328
A04	HOURLY	11.6873	18.8103
	BIWEEKLY	934.98	1504.83
	ANNUAL	24,310	39,126
A05	HOURLY	11.9795	19.6972
	BIWEEKLY	958.36	1575.78
	ANNUAL	24,917	40,970
A06	HOURLY	12.2789	19.8567
	BIWEEKLY	982.31	1588.54
	ANNUAL	25,540	41,302
A07	HOURLY	12.5860	20.8115
	BIWEEKLY	1006.88	1664.92
	ANNUAL	26,179	43,288
A08	HOURLY	12.9006	21.7928
	BIWEEKLY	1032.05	1743.43
	ANNUAL	26,833	45,329
A09	HOURLY	13.2230	22.8588
	BIWEEKLY	1057.84	1828.70
	ANNUAL	27,504	47,546
A10	HOURLY	13.5536	23.9499
	BIWEEKLY	1084.29	1915.99
	ANNUAL	28,192	49,816
A11	HOURLY	13.8925	25.1098
	BIWEEKLY	1111.40	2008.78
	ANNUAL	28,896	52,228

A12	HOURLY	14.2528	26.3157
	BIWEEKLY	1140.22	2105.25
	ANNUAL	29,646	54,737
A13	HOURLY	14.9222	27.5888
	BIWEEKLY	1193.78	2207.10
	ANNUAL	31,038	57,385
A14	HOURLY	15.6684	28.9307
	BIWEEKLY	1253.47	2314.45
	ANNUAL	32,590	60,176
A15	HOURLY	16.4515	30.3406
	BIWEEKLY	1316.12	2427.25
	ANNUAL	34,219	63,109
A16	HOURLY	17.2747	31.7960
	BIWEEKLY	1381.98	2543.68
	ANNUAL	35,931	66,136
A17	HOURLY	18.1381	33.3424
	BIWEEKLY	1451.05	2667.39
	ANNUAL	37,727	69,352
A18	HOURLY	19.0450	34.9804
	BIWEEKLY	1523.60	2798.43
	ANNUAL	39,614	72,759
A19	HOURLY	19.9974	36.6859
	BIWEEKLY	1599.79	2934.87
	ANNUAL	41,595	76,307
A20	HOURLY	20.9973	38.4824
	BIWEEKLY	1679.79	3078.59
	ANNUAL	43,674	80,043
A21	HOURLY	22.0471	40.3698
	BIWEEKLY	1763.77	3229.58
	ANNUAL	45,858	83,969
A22	HOURLY	23.1495	42.3257
	BIWEEKLY	1851.96	3386.06
	ANNUAL	48,151	88,037

A23	HOURLY	24.3070	44.4183
	BIWEEKLY	1944.56	3553.46
	ANNUAL	50,559	92,390
A24	HOURLY	25.5223	46.5786
	BIWEEKLY	2041.79	3726.29
	ANNUAL	53,086	96,884
A25	HOURLY	26.7984	48.8756
	BIWEEKLY	2143.88	3910.05
	ANNUAL	55,741	101,661
A26	HOURLY	28.1384	51.2862
	BIWEEKLY	2251.07	4102.90
	ANNUAL	58,528	106,675
A27	HOURLY	29.5453	53.8505
	BIWEEKLY	2363.62	4308.04
	ANNUAL	61,454	112,009

The hourly rates are the March 1, 2014 rates multiplied by 102%. 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. Fiscal Year 2016

Employees covered by this Salary Schedule will not receive cost of living increases unless the requirements set forth below are met.

1. All employees covered by this Salary Schedule will receive a three and one-half percent (3.5%) increase to base wages only if the FY 2016 Total County Source General Fund Revenues (excluding fund balance, transfers in from other funds, and any dedicated revenue source by law for the Board of Education) are forecasted to be 103.5% above the published FY 2016 Spending Affordability Committee's General Fund Forecast, which after the previously mentioned exclusions equate to \$1,465 million. Specifically payment will be made if the adjusted revenues exceed \$1,516.3 million in FY16.
2. The County will review revenue information in both December 2015 and March 2016, to determine if revenues are at the necessary levels to pay cost of living increases. If sufficient revenue is available by December 2015, the above referenced three and one-half percent (3.5%) increase will be paid in January 2016. If sufficient revenues are available in March 2016, the above referenced three and one-half percent (3.5%) increase will be paid in April 2016.
3. 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 adjustment of twenty-five percent (25%) for fringe benefits. All minimum salaries contained in "Schedule of Pay Grades (A03-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 30th 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 (A03– A27).

2.3 Merit and Salary Increases

1. All employees covered by this Salary Schedule shall forego merit increases for Fiscal Years 2016.

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

Effective July 1, 2013, the Certification Pay provisions shall be as follows:

1. Construction Standards Inspectors and Property Standards Inspectors will receive a six percent (6%) 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. Property Standards Inspectors will receive a two percent (2%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed both the ICC Zoning Inspector (75) and the ICC Property Maintenance and Housing Inspector (64) examinations.

3. Construction Standards Inspectors who perform commercial electrical inspections will receive a six percent (6%) 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).

4. Construction Standards Inspectors can receive only one (1) of the six percent (6%) increases provided for in paragraph 1 or paragraph 3 above. Property Standards Inspectors can only receive certification pay under either paragraph 1 or paragraph 2 above.

5. Construction Standards Inspectors will receive a six percent (6%) 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)

6. 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.

7. 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).

8. 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) or Medium/Heavy Truck (T1 through T8). In addition, these employees shall be paid an additional twenty-five cents (\$0.25) per hour for each ASE 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.

9. 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.

10. 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.

11. 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) or Medium/Heavy Truck (T1 through T8). In addition, these employees shall be paid an additional twenty-five cents (\$0.25) per hour for each ASE 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.

12. 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.

13. 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.

14. On a Departmental basis, the parties may develop and/or recognize job related certification programs for employees covered by this Agreement 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, to implement them with modifications, or reject them.

15. 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.

16. 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.

17. Employees whose classifications require that they hold and maintain a commercial drivers license (CDL), and who substantiate to their employer that they have obtained or

renewed their CDL license, shall be reimbursed by the Employer for the cost of the license issue or renewal. Any costs pertaining to the medical examination will be covered pursuant to Article 40 of this Agreement.

18. Employees covered by this Agreement, who are required to speak a second language as part of the normal routine of their job and that status is reflected in the employee's job description, will receive five hundred twenty dollars (\$520.00) per year provided they pass a conversational proficiency test offered by the Foreign Testing Agency or other entity approved by the Department. In the event that American Sign Language is requested, a contractual employee will provide the service.

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, compressed workweeks 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.

1. Definitions

Alternative work schedule is a variation of a traditional work schedule where an employee can modify arrival and departure times or modify the number of days worked within the parameters agreed upon between the appointing authority and the employee.

Flextime is a schedule where an employee works an 8 hour day, but arrival and departure times vary, with adherence to core business hours.

Compressed workweeks is a schedule that enables an employee to fulfill the regular or traditional work schedule of eighty (80) hours in a bi-weekly pay period over a span of less than ten (10) workdays with a fixed starting and departure time.

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 forty (40) hours per week or shall accumulate compensatory time off at the rate of time-and-one-half (1.5) only for time worked in excess of forty (40) hours per week.

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.

5. Except for special operations, Building Engineers (with the Office of Central Services) required to monitor the ABS System (heating, ventilation and air conditioning), will receive two (2) hours of overtime per pay period for monitoring and/or troubleshooting services. This provision is limited to a maximum of eight (8) Building Engineers per pay period. If the engineer is required to report to the worksite, he/she will be compensated in accordance with the applicable provisions of this Salary Schedule.

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.

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. Employees should submit annual leave requests for less than five (5) days to their supervisors as soon as they are aware of the time of expected use. Annual leave for five (5) or more days should be requested at least fourteen (14) calendar days in advance of the anticipated leave period. Supervisors are required to make a timely response to an annual leave request. If a supervisor does not respond to an employee's request for leave within three (3) business days after the leave request is submitted, the employee may request the leave from the next highest supervisor. When an employee's annual leave request is denied, the supervisor and employee will establish a mutually agreeable alternative leave period. When emergency situations arise requiring annual leave, every effort will be made to grant the request provided the employee notifies his/her supervisor not more than one (1) hour after the employee's normal work reporting time each day. An employee may be required, upon return to work, to furnish proof of the emergency as requested by a supervisor.

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. Annual leave may be taken in increments of one- quarter (.25) 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.

J. Sick leave may be taken in increments of one-quarter (.25) hour or more.

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 in accordance with the applicable provisions of the Annotated Code of Maryland.

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 March 1, 2017.

13. BEREAVEMENT LEAVE

A. In the event of the death of the employee's former primary care givers, parents, parents-in-law, spouse, domestic partner, siblings or child, the employee shall be granted three (3) days of Administrative Leave for purposes associated with bereavement. For any other member of the employee's family as defined by son- or daughter-in-law, brother- or sister-in-law, grandchild, brother, sister, aunt, uncle, grandparents, or spouse's grandparents, the employee shall be granted up to two (2) days of Administrative Leave for purposes associated with bereavement. In either case, the employee shall be permitted to take up to a total of five (5) working days leave for bereavement purposes, however, any leave taken in addition to the initial grant of Administrative Leave must be charged to the employee's accrued 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. Nothing in this Section shall be interpreted as superseding Section 16-189 of the Personnel Law.

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. 1. 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. When an event for which leave is requested requires travel outside of the State of Maryland, the Department will notify the employees of approval no later than five (5) days after receipt of the request so long as sufficient notice and information is provided by the Union.

2. Up to four (4) hours per pay period may be utilized by the local union presidents covered by this agreement to attend to presidential duties and responsibilities. The ten (10) working days' notice requirement set forth in Section B.1. above, shall be waived for such union local presidents, but union local presidents must still obtain supervisory approval subject to the operational needs of the County. Leave requests under this provision 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

Except as provided below, effective July 1, 2012, the following working clothing and tools provisions shall apply:

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

B. All employees covered by this Agreement who are required by the County to wear safety shoes and who present appropriate proof of purchase for approved safety shoes shall be entitled to reimbursement of one hundred and twenty-five dollars (\$125.00) per year, which shall be paid during the first full pay period beginning on or after July 1 of each year of this Agreement. Effective the second pay period following County Council enactment of legislation approving this Salary Schedule, (i.e. for Fiscal Year 2016), these same employees will receive an additional seventy-five dollars (\$75.00) as part of this reimbursement. At the option of the Department Director, an allowance may be paid instead of a reimbursement.

C. Employees covered by this Agreement who work as Mechanics in the Office of Central Services, the Department of Environmental Resources and the Department of Public Works and Transportation are required to furnish and maintain their own mechanic's tools in a serviceable condition. To assist in defraying the expenses associated with this obligation, these employees will be provided with a tool allowance of six hundred and fifty dollars (\$650.00) per year in a check during the second full pay period in July. Effective the second pay period following County Council enactment of legislation approving this Salary Schedule (i.e. for Fiscal Year 2016), these same employees will receive an additional one hundred dollars (\$100.00) as part of this allowance

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 five hundred and twenty-five dollars (\$525.00) 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 Agreement.

F. The County will provide and maintain uniforms for all employees covered by this Agreement 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 two hundred and ten dollars (\$210.00) 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. During Calendar Years 2015 and 2016, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).

B. During Calendar Years 2015 and 2016, 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. During Calendar Years 2015 and 2016, 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 two thousand five-hundred fifty dollars (\$2,550.00) in a medical flexible spending account, or as adjusted by Federal law.

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 Concentra. Effective July 1, 2015, the cost for the examination will be eighty four dollars and fifty cents (\$84.50) per required CDL examination. Employees shall continue to be responsible for paying thirty five dollars (\$35.00) for the 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 employee's 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. The County is required to comply with the Federal Insurance Contribution Act (FICA) that provides for a federal system of old-age, survivors, disability (Social Security or OASDI), and hospital (Medicare or HI) insurance. Effective January 1, 2012, each employee paid in accordance with this salary schedule shall make contributions of 4.2% to the social security fund (FICA-OASDI) up to the wage base limit of one hundred ten thousand one hundred dollars (\$110,100.00); and 1.45% to the Medicare fund (FICA-HI) on all wages paid. 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.