

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**1997 Legislative Session**

Resolution No. CR-52-1997

Proposed by The Chairman (by request - County Executive)

Introduced by Council Member Del Giudice

Co-Sponsors

Date of Introduction September 2, 1997

**RESOLUTION**

A RESOLUTION concerning

Compensation and Benefits - Council 67, American Federation of State, County and  
Municipal Employees, AFL-CIO, and its affiliated Local 2735

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 2735.

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

WHEREAS, the Salary Plan must at this time be amended by the approval of a salary  
schedule to reflect the terms of a labor agreement by and between Prince George's County and  
AFSCME Local 2735.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's  
County, Maryland, that Salary Schedule A submitted and recommended by the County  
Executive on August 19, 1997, which is attached hereto and made a part hereof, setting forth  
the following economic modifications: no cost of living or merit step increase during the  
period from July 1, 1995 through June 30, 1997; modification in sick and annual leave;  
additional four (4) hours of personal leave in lieu of the former General Election Day; increase  
in holiday pay, etc., and further establishing the work hours, overtime compensation, call-in  
differential pay and standby; temporary assignment pay, leave provisions, work clothing and  
tool allowance, expense allowance, health, life and unemployment insurance, retirement  
contributions, worker's compensation and incentive awards, for such employees, be and the

same is hereby approved.

Adopted this 7th day of October, 1997.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:  
Dorothy F. Bailey  
Chair

ATTEST:

Joyce T. Sweeney  
Clerk of the Council

SALARY SCHEDULE A  
SCHEDULE OF PAY GRADES - AFSCME LOCAL 2735  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JULY 1, 1995 - JUNE 30, 1997

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I. SCHEDULED PAY RATES

SALARY SCHEDULE A - LOCAL 2735  
 SCHEDULE OF PAY GRADES - AFSCME LOCAL 2735  
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>SEN</u>	<u>SEN+</u>
A01	HOURLY	7.0380	7.8533	8.7545	9.7558	10.7313
	BIWKLY	563.04	628.26	700.36	780.46	858.50
	ANNUAL	14,639	16,335	18,209	20,292	22,321
A02	HOURLY	7.3955	8.2395	9.1979	10.2421	11.2664
	BIWKLY	591.64	659.16	735.83	819.37	901.31
	ANNUAL	15,383	17,138	19,132	21,304	23,434
A03	HOURLY	7.7532	8.6543	9.6556	10.7571	11.8329
	BIWKLY	620.26	692.34	772.45	860.57	946.63
	ANNUAL	16,127	18,001	20,084	22,375	24,612
A04	HOURLY	8.1536	9.0978	10.1277	11.3006	12.4308
	BIWKLY	652.29	727.82	810.22	904.05	994.46
	ANNUAL	16,959	18,923	21,066	23,505	25,856
A05	HOURLY	8.5540	9.5412	10.6426	11.8585	13.0443
	BIWKLY	684.32	763.30	851.41	948.68	1,043.54
	ANNUAL	17,792	19,846	22,137	24,666	27,132
A06	HOURLY	8.9833	9.8843	10.8716	11.9586	13.1546
	BIWKLY	718.66	790.74	869.73	956.69	1,052.37
	ANNUAL	18,685	20,559	22,613	24,874	27,362
A07	HOURLY	9.4267	10.371	11.4150	12.5593	13.8153
	BIWKLY	754.14	829.69	913.20	1,004.74	1,105.22
	ANNUAL	19,608	21,572	23,743	26,123	28,736
A08	HOURLY	9.8988	10.9001	11.9870	13.1743	14.4943
	BIWKLY	791.90	872.01	958.96	1,053.94	1,159.54
	ANNUAL	20,590	22,672	24,933	27,403	30,148
A09	HOURLY	10.3994	11.4437	12.5881	13.8468	15.2317
	BIWKLY	831.95	915.50	1,007.05	1,107.74	1,218.54

	ANNUAL	21,631	23,803	26,183	28,801	31,682
<u>GRADE</u>		<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>SEN</u>	<u>SEN+</u>
A10	HOURLY	10.9144	12.0160	13.2175	14.5334	15.9867
	BIWKLY	873.15	961.28	1,057.40	1,162.67	1,278.94
	ANNUAL	22,702	24,993	27,492	30,229	33,252
A11	HOURLY	11.4580	12.6167	13.8754	15.2629	16.7892
	BIWKLY	916.64	1,009.34	1,110.03	1,221.03	1,343.14
	ANNUAL	23,833	26,243	28,861	31,747	34,922
A12	HOURLY	12.0302	13.2461	14.5621	16.0212	17.6236
	BIWKLY	962.42	1,059.69	1,164.97	1,281.70	1,409.89
	ANNUAL	25,023	27,552	30,289	33,324	36,657
A13	HOURLY	12.6451	13.9041	15.2917	16.8221	18.5043
	BIWKLY	1,011.61	1,112.33	1,223.34	1,345.77	1,480.34
	ANNUAL	26,302	28,921	31,807	34,990	38,489
A14	HOURLY	13.2747	14.6051	16.0643	17.6663	19.4328
	BIWKLY	1,061.98	1,168.41	1,285.14	1,413.30	1,554.62
	ANNUAL	27,611	30,379	33,414	36,746	40,420
A15	HOURLY	13.9326	15.3347	16.8652	18.5530	20.4084
	BIWKLY	1,114.61	1,226.78	1,349.22	1,484.24	1,632.67
	ANNUAL	28,980	31,896	35,080	38,590	42,449
A16	HOURLY	14.6336	16.0928	17.7090	19.4686	21.4154
	BIWKLY	1,170.69	1,287.42	1,416.72	1,557.49	1,713.23
	ANNUAL	30,438	33,473	36,835	40,495	44,544
A17	HOURLY	15.3631	16.8938	18.5959	20.4414	22.4853
	BIWKLY	1,229.05	1,351.50	1,487.67	1,635.31	1,798.82
	ANNUAL	31,955	35,139	38,679	42,518	46,769
A18	HOURLY	16.1357	17.7377	19.5115	21.4713	23.6184
	BIWKLY	1,290.86	1,419.02	1,560.92	1,717.70	1,889.47
	ANNUAL	33,562	36,894	40,584	44,660	49,126
A19	HOURLY	16.9366	18.6246	20.4987	22.5440	24.7985
	BIWKLY	1,354.93	1,489.97	1,639.90	1,803.52	1,983.88
	ANNUAL	35,228	38,739	42,637	46,892	51,581

<u>GRADE</u>		<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>SEN</u>	<u>SEN+</u>
A20	HOURLY	17.7805	19.5688	21.5142	23.6742	26.0415
	BIWKLY	1,422.44	1,565.50	1,721.14	1,893.94	2,083.32
	ANNUAL	36,983	40,703	44,750	49,242	54,166
A21	HOURLY	18.6674	20.5415	22.6013	24.8613	27.3474
	BIWKLY	1,493.39	1,643.32	1,808.10	1,988.90	2,187.79
	ANNUAL	38,828	42,726	47,011	51,712	56,883
A22	HOURLY	19.6116	21.5712	23.7312	26.0916	28.7007
	BIWKLY	1,568.93	1,725.70	1,898.50	2,087.33	2,296.06
	ANNUAL	40,792	44,868	49,361	54,271	59,697
A23	HOURLY	20.5845	22.6443	24.9041	27.4078	30.1485
	BIWKLY	1,646.76	1,811.54	1,992.33	2,192.62	2,411.88
	ANNUAL	42,816	47,100	51,801	57,008	62,709
A24	HOURLY	21.6142	23.7743	26.1631	28.7667	31.6432
	BIWKLY	1,729.14	1,901.94	2,093.05	2,301.34	2,531.46
	ANNUAL	44,958	49,451	54,419	59,835	65,818
A25	HOURLY	22.7014	24.9615	27.4649	30.2115	33.2324
	BIWKLY	1,816.10	1,996.92	2,197.19	2,416.92	2,658.59
	ANNUAL	47,219	51,920	57,127	62,840	69,123
A26	HOURLY	23.8315	26.2204	28.8382	31.7275	34.9002
	BIWKLY	1,906.52	2,097.63	2,307.06	2,538.20	2,792.02
	ANNUAL	49,570	54,538	59,983	65,993	72,592

Hourly rates are the November 13, 1994 rates multiplied by 2%. For administrative purposes, the hourly rates are the controlling rates. Bi-weekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.



II. WAGES

A. Cost of Living and Merit Step Increases

There will be no cost of living increases for employees covered by this Salary Schedule between the period from July 1, 1995 through June 30, 1997.

Employees covered by this Salary Schedule who would otherwise be entitled to receive a merit step (anniversary) increase between the period from July 1, 1995 through June 30, 1997 will not receive one.

Effective July 2, 1989, upon receiving a satisfactory performance evaluation, an employee will advance from the MIN Step to the MID Step after two (2) years at MIN and from the MID Step to the MAX Step, and the MAX Step to the SEN Step, after three (3) years at MID and MAX, respectively.

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

Employees retiring on or after July 1, 1993 will be treated as though they received deferred step increases when they were originally due in FY94 or FY95 for pension purposes and when calculating any leave payments upon retirement.

B. Most Favored Nation Clause

If during fiscal year 1997, any County employee covered by a collective bargaining agreement receives (a) a merit increase or (b) a COLA or other similar increase in his/her base hourly rate of pay, then such merit increase or COLA increase shall apply on the same date(s) to all employees covered by this Salary Schedule.

The Union agrees to participate in a Joint Committee within twenty (20) days of the ratification of this contract. The purpose of the Committee is to study and resolve the treatment of equity regarding suspended merits. It is understood and agreed that by the establishment of this Committee, the parties do not waive any rights to negotiate over these issues including credit for time in service for FY96 and FY97.

D. Promotions

Employees covered by this Salary Schedule who are promoted by one (1) or two (2) grades on the A-Scale will receive a salary upon promotion at the corresponding step of the promotional grade (e.g., from A-13 MID to A-14 MID or A-15 MID); Employees who are promoted more than two (2) grades on the A- Scale will be placed at the minimum step of the promotional grade necessary to guarantee at least a ten percent (10%) salary increase.

E. Demotions

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

F. Certification Programs

On a Department basis, the parties may develop and/or recognize other appropriate job related certification programs for employees covered by this Salary Schedule and make recommendations on job certification programs to the Department Director. Recommendations may include one-time payments of up to five hundred dollars (\$500.00) plus reimbursement for reasonable and necessary expenses incurred to an employee who successfully completes the recognized program. The Director has the complete discretion to implement the recommendations, implement them with modifications or reject them.

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

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

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

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

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

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

### III. PROBATIONARY PERIOD

The probationary period for new employees shall be regarded as an integral part of the training process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of an employee to the employee's position

and for disqualifying any employee whose performance and conduct is not satisfactory.

The probationary period for new employees covered by this Salary Schedule who are hired into positions other than "dually-allocated" positions shall be for a period of six (6) months from the date of employment. Management may require Construction Standards Inspectors, Property Standards Inspectors and Community Developers who are hired above the entry level to serve up to a nine (9) month probationary period. For all other employees covered by this Salary Schedule who are hired into a "dually-allocated" position, the probationary period shall begin with the date of employment and continue until the employee either advances to the second (2nd) level of the allocation or is terminated. Where an employee covered by this Salary Schedule is hired into a position that has specifically been designated as a "dually-allocated" position, the employee shall be entitled to move to the second (2nd) level of the allocation upon serving the requisite time-in-grade for the position provided that the employee has also received satisfactory performance evaluations while working at the first (1st) level.

At any time during the probationary period the Employer may remove an employee if in the Employer's opinion the employee is unwilling or unable to perform the duties of the position satisfactorily or that the employee's habits and lack of dependability do not merit continued employment with the Employer. When dismissing a probationary employee, the Employer will follow the procedures set forth in Sections 16-171(c)(1), (2) and (3) of the County Personnel Law. This shall not be interpreted as subjecting any termination of a probationary employee to the grievance procedure contained in the Agreement.

In addition to the type of extension permitted under Personnel Law Section 16-172, the parties may agree to extend for a period of up to sixty (60) calendar days an employee's probationary period. The Union and the affected employee shall receive a copy of the notice extending the employee's probationary period.

#### IV. WORK HOURS

##### A. Hours of Work

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

hours in a workweek pursuant to Section V. (Overtime Compensation)

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

B. Snow and Ice Removal

1. The Director, at his/her sole discretion, may designate a snow and ice control operation as a special operation.
2. Where the Director has designated a snow and ice operation as a special operation, he/she may, at his/her discretion, schedule employees to work snow and ice removal operations in a manner which he/she believes is necessary for safe and efficient operations.
3. On days when the Director has designated snow and ice control as a special operation, employees who report to work at all times so required will be paid for all hours actually worked during what would be the employee's normal hours of work at the rate of pay normally applicable to those hours of work and for all hours of work actually worked outside of what would be the employee's normal hours of work at the appropriate overtime rate.
4. Where, pursuant to paragraph 2, above, employees who report at their normal starting time (e.g., 7:30 a.m.) on the first day of a snow and ice removal special operation are relieved of duty prior to completion of their regularly scheduled shift, the employees will be paid either administrative leave or compensatory leave at the straight time rate on an hour for hour basis for the balance of their regularly scheduled shift hours not actually worked. On subsequent days, employees who work fewer than a total of eight (8) hours during the day (whether straight time or overtime) will be paid the difference between the number of hours worked and eight (8) hours in administrative leave or compensatory leave at the straight time rate. In all cases, however, the employee will receive a minimum of eight (8) hours (overtime and straight time combined) of pay per day. The decision as to whether to pay compensatory or administrative leave is solely the Director's, provided, however, that any compensatory leave so earned will not be forfeited.
5. An employee who has an unexcused absence from work (i.e., AWOL) during any workweek in which these Snow and Ice Removal Provisions are involved will forfeit the benefits of these

provisions and will be paid only for hours actually worked on snow and ice removal that week in accordance with the other terms of their Agreement.

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

C. Rest Period

All department heads shall establish a reasonable and fair departmental break period policy to be effective within the first thirty (30) days after the execution of the Agreement. In no event shall any such break period policies interfere with or prevent the efficient conduct of County business.

V. OVERTIME COMPENSATION

Employees shall be compensated for overtime worked as follows:

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

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

For purposes of computing overtime, paid leave hours and all holiday hours

(worked or unworked) for which an employee is compensated, shall be regarded as hours worked.

At the option of the employee and with the approval of the County, employees covered by this Salary Schedule may elect to receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked. For purposes of this provision and other compensatory leave provisions of this Salary Schedule, compensatory leave will be scheduled at mutually agreeable times. The parties agree that this paragraph will be administered consistent with the requirements of the Fair Labor Standards Act and the County's rules and regulations.

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

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

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

VI. CALL-IN, DIFFERENTIAL PAY AND STANDBY

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

Employees covered by this Salary Schedule and regularly assigned to night or shift work shall be paid ninety-five cents (\$.95) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m.

Notwithstanding the foregoing, the shift differential provided for herein will be paid to Animal Control Officers who work the evening shift for the hours they work after 3:00 p.m. This provision shall not apply to employees whose emergency

assignments start or carry into the above-named periods. Employees eligible for shift differential pay shall receive that pay for all paid status hours, to include approved paid leave hours and holidays.

Effective the first full pay period beginning on or after July 1, 1993, Refuse Collection Inspectors covered by this Salary Schedule will be paid a differential of ninety cents (\$.90) per hour when they are actually inspecting trash at the Landfill. Effective the first full pay period beginning on or after July 1, 1994, the differential will be increased to ninety-five cents (\$.95) per hour. This differential will also be paid, on the same basis, to all employees who normally receive it but who are temporarily assigned to emergency snow and ice removal, and it will also be paid to all other employees covered by this Salary Schedule for hours actually worked on emergency snow and ice removal. To the extent permitted by applicable law, the differential shall not be considered to be part of the employee's base rate nor shall it be applied to pay for nonproductive hours such as holiday pay, annual or sick leave pay, nor shall it be used for the purpose of computing retirement deductions, retirement and insurance benefits. However, Landfill employees with job assignments which make them eligible for the differential on a full-time permanent basis shall receive that pay for all paid status hours, including approved paid leave hours and holidays.

If the Employer directs an Animal Control Officer to standby, the Officer will be paid a total of two (2) hours of standby pay at the straight-time rate of pay for all hours on standby. The standby period shall be 10:00 p.m. through 7:00 a.m. the following morning. To the extent permitted by applicable law, if an Officer is called out, time worked on standby up to a maximum of two (2) hours shall be set-off against the two (2) hours of standby. Time worked on call-out in excess of two (2) hours will be paid at the applicable rate.

## VII. HOLIDAY PAY

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

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.

#### VIII. TEMPORARY ASSIGNMENTS

Employees who are required to perform duties of a higher job classification after ten (10) consecutive work days shall be compensated retroactively at the rate of that higher classification. No employee shall be required to perform such work for more than one hundred twenty (120) days in any one (1) calendar year.

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

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

#### IX. ANNUAL LEAVE

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

- |    |   |         |
|----|---|---------|
| 1. | During the first three (3) years of service                       | 13 days |
| 2. | After three (3) years but less than fifteen (15) years of service | 20 days |
| 3. | After fifteen (15) years of service and above                     | 26 days |

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

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

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

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

Employees shall accumulate annual leave while serving their probationary period, but shall not be granted annual leave during the first ninety (90) days of service with the Employer. The employee shall earn a leave credit at the appropriate rate as indicated above which may be granted after the employee's ninetieth (90th) calendar day of service. Any absence during the first ninety (90) days of service, except due to illness (chargeable to sick leave) or for administrative reasons, shall be charged as leave without pay.

Annual leave shall be requested as far in advance as possible and approved no less than one (1) working day in advance of use; provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for the leave. Upon request, annual leave shall be granted based upon the Employer's operational needs. If the nature of the Employer's operations makes it necessary to limit the number of employees on vacation at one time, the employee with the greater seniority will be given the choice of vacation periods in the event of any conflict over vacation periods.

An employee who has completed the first ninety (90) days of employment with the Employer, and terminates employment shall receive a lump sum payment for the annual leave balance credit accumulated through the last full pay period immediately prior to the employee's separation.

Approved vacation requests shall not be subject to cancellation except in cases of emergency as determined by the Department Director, and employees covered by this Salary Schedule will not be called in to work while on vacation except in cases of emergency as determined by the Department Director. An employee whose vacation approval is canceled or who is called in from vacation will be reimbursed by the Employer for the costs of any reservations he made subsequent to the approval of his vacation request provided that the employee provides adequate proof of the incurrence of such costs and such costs are non-refundable from the reservation agent, hotel, airline, etc. because of no error or omission on the part of the employee.

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

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

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

An employee who becomes ill, injured, or hospitalized while on vacation leave shall

be able to use sick leave in lieu of vacation leave for the duration of the illness, injury or hospitalization provided that:

A written request to charge such time to sick leave is submitted to his department within ten (10) working days of the end of that employee's approved vacation leave; and,

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

#### X. SICK LEAVE

Full-time employees shall accrue one and one-quarter (1-1/4) days of sick leave per month. Part-time employees who work twenty (20) hours or more per week shall accrue sick leave in proportion to the amount of time worked; however, an employee who works less than twenty (20) hours per week shall not be entitled to sick leave.

There shall be no limit on the amount of sick leave an eligible employee may accumulate.

Sick leave shall be allowed in case of actual sickness or disability of the employee which incapacitates the employee so that the employee is unable to perform the regular duties of employment; or of actual sickness or disability of the employee's spouse or dependent children; or because of necessary employee appointments with physicians, dentists or optometrists. The Employer may require proof of the reason for which sick leave was taken when the Employer has reasonable cause to believe that an employee may be abusing sick leave privileges.

Request for use of sick leave for physician, dentist or optometrist appointments shall be made to the Employer in advance. Requests for sick leave in all other cases shall be made in advance whenever it is possible, no later than within the first hour of the start of the employee's workday.

Sick leave will be retained in an employee's account for a period of two (2) years in the event the employee is separated due to a Reduction-in- Force.

The Union shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual leave by employees covered by this Salary Schedule. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Salary Schedule with a zero (0) leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave as stated under Section XIV. (Bereavement Leave)

The administration of this sick leave bank shall be the responsibility of the Union. The County agrees to maintain the records of the sick leave bank and shall only be required to transfer sick leave from the bank to the account of an eligible employee upon receiving proper written authorization from the Union that the sick leave is to be transferred and after verification that the receiving employee has met all the necessary conditions of eligibility.

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

#### XI. SICK AND ANNUAL DISPOSITION UPON SEPARATION

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

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);
2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;
3. Except in the case of any employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, the employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following limitation:
  - a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in the 1996 leave year (i.e. January 4, 1997), or 360 hours, whichever is greater.
4. For all or any portion of the employee's sick leave balance earned as of

the end of the last full pay period of the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rates of pay as of January 4, 1997 leave year is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

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

## XII. PERSONAL LEAVE

Two (2) 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. 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.

## XIII. MILITARY LEAVE

Military Leave with pay not to exceed fifteen (15) calendar days per year shall be granted to reservists or members of the National Guard ordered to active training duty. In addition, the Employer shall grant an additional thirty (30) calendar days to an employee who may be called up during a national emergency, or an emergency declared by an appropriate governmental jurisdiction.

To receive payment the employee shall, prior to leave or, within ten (10) working

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

XIV. BEREAVEMENT LEAVE

In the event of the death of an employee's parent, parent-in-law, son or daughter-in-law, spouse, child or grandchild, brother, sister or grand parents, the employee may take up to four (4) working days leave for bereavement. The first (1st) leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave.

XV. 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.

XVI. 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.

XVII. 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)

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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 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.

XXII. UNION BUSINESS LEAVE

The County shall grant, after request to and approval of the department head, administrative leave for attendance at regularly scheduled Union conventions and/or conferences for employees officially designated as Union delegates during any one (1) calendar year. Local delegates of Local 2735 (6) shall be approved for not more than six (6) days administrative leave for attendance at such conventions and/or

conferences, and such leave shall not be unreasonably withheld.

Additionally, employees who are duly elected Local Union stewards, Local Union officers (President, Vice-President, Secretary and Treasurer), Local Union Board Members (up to 3 such members per Local) and Council 67 Executive Board Members shall be approved for not more than two (2) days administrative leave per calendar year to attend official Union sponsored training classes.

When requesting leave under this 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 Labor Relations with a written request for the leave, indicating the event and the date(s) it will take place, the amount of leave requested and the names of employees for whom it is requesting administrative leave, noting their department, Union Local(s), and the capacity in which they will be attending the event. The Office of Labor Relations will forward the request to the affected department head for approval. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld.

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

#### XXIII. ADMINISTRATION OF LEAVE

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

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

#### XXIV. WORK CLOTHING AND TOOLS



Those Animal Control Officers who are provided uniforms will be paid a uniform maintenance allowance of three hundred seventy-five dollars (\$375.00) during FY95 for the upkeep of their uniforms. This allowance will be paid during the first full pay period beginning on or after July 1 of each year of this Salary Schedule.

The County will provide and maintain uniforms for all employees covered by this Salary Schedule in the Department of Housing and Community Development who are in plant operations and labor and trade classifications. The employer will furnish adequate rain gear where necessary to employees in those classifications.

All permanent employees covered by this Salary Schedule who are required by the County to wear safety shoes shall be entitled to a safety shoe allowance of one hundred dollars (\$100.00) during the second year of the two (2) year period covered by this Salary Schedule toward the purchase of approved safety shoes.

Beginning in FY95, in accordance with Departmental policy, employees will have made available to them rain gear necessary in the performance of their duties.

XXV. EXPENSE ALLOWANCE

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

XXVI. HEALTH INSURANCE COVERAGE

The Employer 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 (25%).

The County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or health maintenance organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%) but will in no event pay more than General Schedule employees.

The County shall contribute ninety percent (90%) to the County deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%). Where an employee who is injured on the job has exhausted all available leave (including IOJ) and is granted an unpaid leave of absence pursuant to Article 33 (Leave of Absence) of the Agreement, the County will pay the Employer

and employee share of the employee's health insurance during the leave of absence.

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

#### XXVII. 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.

#### XXVIII. 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.

#### XXIX. 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.

XXX. SUPPLEMENTAL RETIREMENT BENEFIT

Effective July 1, 1990, employees covered by the Salary Schedule may elect to participate in a supplemental retirement benefit program.

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

IRS Pickup Plan

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

(1) 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;

(2) shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

(3) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

(4) shall for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

XXXI. SOCIAL SECURITY

Effective January 1, 1997 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.

**XXXII. 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.

**XXXIII. 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.

**XXXIV. 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 Section.

**XXXV. 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.