

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1995 Legislative Session

Bill No. _____ CB-97-1995

Chapter No. _____ 73

Proposed and Presented by Chairwoman MacKinnon (by request - County Executive)

Introduced by _____ Council Members Estep and MacKinnon

Co-Sponsors

Date of Introduction _____ October 24, 1995

BILL

AN ACT concerning

Collective Bargaining Agreement - Deputy Sheriff's Association
of Prince George's County, Inc. (Civilian Units).

For the purpose of approving the labor agreement by and between Prince George's County and the Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units) to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY adding:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(21),

The Prince George's County Code

(1991 Edition, 1994 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(21) of the Prince George's County Code be and the same is hereby added:

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

(f) The following collective bargaining agreements are hereby adopted and approved.

(21) Declaration of Approval - Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units).

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and the Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units) on [June 3, 1994] September 21, 1995, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the agreement shall be retroactively effective to July 1, 1995.

Adopted this 21st day of November, 1995.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Anne T. MacKinnon
Chairwoman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____

BY:

Wayne K. Curry
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

AGREEMENT
BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
DEPUTY SHERIFF'S ASSOCIATION OF
PRINCE GEORGE'S COUNTY, INC.
(CIVILIAN UNITS)
July 1, 1995 - June 30, 1996

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PREAMBLE AND SCOPE

This Agreement is entered into by and between Prince George's County, Maryland (hereinafter referred to as the "County") and the Deputy Sheriff's Association of Prince George's County, Inc. (hereinafter referred to as the "DSA") and has as its purposes to set forth the agreement of the parties on compensation for employees in the bargaining units and to promote harmonious relations between the County and the DSA.

ARTICLE 1

RECOGNITION

For purposes of subjects within the scope of this Agreement, the County recognizes the DSA as the sole and exclusive bargaining agent of the employees of the Office of the Sheriff of Prince George's County, Maryland for which it is certified by the Prince George's County Public Employee Relations Board, to wit:

Unit I: Administrative Aide I, II
 Data Entry Operator I, II
 General Clerk I, II, III, IV
 Intake Processing Technician I, II, III
 Public Safety Aide I, II
 Sheriff Dispatcher I, II

Unit II: Administrative Aide III
 Public Safety Aide III
 Sheriff Dispatcher III
 Supervisory Clerk

ARTICLE 2

BASE SALARY RATE

Section 2.01 Wage Scale.

Employees covered by this Agreement are covered by Salary Schedule Z, attached hereto as Attachment A.

Section 2.02 Wages.

A. Cost of Living Adjustment

No employee covered by this Agreement will receive a cost of living adjustment

during the period from July 1, 1995 through June 30, 1996.

B. Merit Increases

For the period from July 1, 1995 through June 30, 1996, no merit increases will be granted to employees covered by this Agreement.

ARTICLE 3

SPECIAL SALARY RATES

Section 3.01 Callback Pay.

An employee who is called back to work from off-duty and does in fact perform duties on behalf of the Prince George's County Office of the Sheriff during his/her normal off-duty hours shall be paid for a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures.

Section 3.02.01 Holiday Observance.

Employees covered by this Agreement will observe regular County holidays on the same dates as the Courts observe them even when the County's date of observance is different.

Section 3.02.02 Holiday Pay.

Eligible employees shall receive straight time pay for each of the designated holidays (except Police Memorial Day) on which they are scheduled to work but on which they perform no work.

Employees eligible for holiday pay who work on a holiday shall be paid at one and one-half (1 1/2) times their regular rate of pay for each hour worked (except overtime) in addition to the holiday pay described above, but shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular overtime rate (i.e., no pyramiding). In the event that a holiday falls on the employee's regular day off, the employee shall have the option of receiving an extra day's pay at straight time or another day off.

All employees must be in a pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay.

Section 3.02.03 Special Pay Provision: Police Memorial Day.

Notwithstanding Section 3.02.02, above, employees covered by this Agreement who work on Police Memorial Day (i.e., May 15 of each year) will receive one and one-half (1 1/2) hours compensatory time for each hour worked (except overtime) in addition to their regular pay.

Those employees who are not scheduled to work and perform no work on Police Memorial Day will receive another day off.

Section 3.03.01 Computation of Overtime.

When an employee works more than forty (40) hours in a work week pursuant to the direction of his/her supervisor, the employee shall receive overtime pay at one and one-half (1 1/2) times his/her hourly base rate for all hours worked in excess of forty (40) hours in that work week. As an alternative, at the request of the employee and with the approval of the County, the employee may earn compensatory leave at the rate of one and one-half (1 1/2) hours for each hour worked.

Notwithstanding the previous paragraph, during FY96 an employee covered by this Agreement will, at the employee's option, be paid at the rate of one (1) time his/her regular rate of pay and receive one-half (1/2) hour of compensatory leave for each overtime hour worked or receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Further, the parties recognize and agree that the subject of compensation for overtime hours worked in FY97 is subject to negotiation.

Section 3.03.02 Pyramiding.

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

Section 3.04 Shift Differential.

Effective the first full pay period beginning on or after July 1, 1994, a shift differential of one dollar (\$1.00) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.

Effective the first full pay period beginning on or after July 1, 1994, a shift differential of seventy-five cents (\$.75) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.

No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.

Any employee who works the second (2nd) shift (i.e., the day shift) shall not be entitled to a shift differential.

When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third and first shifts, the higher differential rate shall apply for the entire number of hours worked.

Section 3.05 Acting Pay.

When an employee is directed to assume, and does in fact assume, the duties of any other position with a higher grade in an acting capacity for a period of fourteen (14) consecutive days or more (including scheduled days off and approved holidays), beginning with the fifteenth (15th) day, he/she shall be paid at a rate of pay which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, and shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of equal grade to that position, or by a superior authority. He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.

Where management elects to assign an employee to work in an acting capacity as described above, the employer shall not schedule work to 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.

Section 3.06 Sick Leave Payment.

Upon termination of County employment for non-disciplinary reasons (including retirement or death), bargaining unit employees shall be offered the option of receiving a lump sum payment for their sick leave balance, of applying such sick leave for credit under the retirement or pension plan, or retaining a sick leave balance in the event of return to County service. Employees who elect to receive payment for their unused sick leave shall be entitled to a lump sum cash payment calculated by the following formula: multiply the total number of sick leave hours accrued as of the date of termination by the employee's final base hourly rate of pay and divide the resultant product by two (2).

Employees who terminate employment for reasons not beyond their control, to be eligible for the payment of unused sick leave referenced above, must provide two (2) weeks notice to the Office of the Sheriff of such intent to terminate. This notice requirement shall not apply to death, retirement or other non-disciplinary terminations which are beyond the control of the employee.

Section 3.07 Court Time Compensation.

If, as a result of actions taken during the course of employment with the Office of the Sheriff, an employee covered by this Agreement is scheduled to appear in Court on the employee's day off, the employee will be paid a minimum of three (3) hours pay at the overtime rate.

ARTICLE 4

FRINGE BENEFITS

Section 4.01 Clothing Issue.

The Sheriff will continue to issue uniforms to employees covered by the agreement who are required to wear them and to replace worn and unserviceable uniforms. Employees will continue to maintain their uniforms by cleaning and making minor repairs.

Section 4.02 Annual Leave.

A maximum of nine hundred sixty (960) hours of accumulated annual leave may be carried over from one (1) leave year to the next by an employee covered by this Agreement.

Employees covered by this Agreement must use compensatory time they have accumulated prior to using annual leave.

Section 4.03 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.

Section 4.04 Discretionary Leave.

Beginning with the 1994 wage reporting year, employees covered by this Agreement with five (5) or more years of service shall be eligible for one (1) day of discretionary leave per wage reporting year. Discretionary leave may not be taken in increments, must be requested and approved in advance, and unused discretionary leave cannot be carried over from one year to the next.

Section 4.05 Additional Leave Provision.

When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous

conditions, or for any other reason, essential employees covered by this Agreement will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to the number of hours of compensatory leave (not to exceed eight (8) hours per employee per twenty-four (24) hour period) equal to the number of hours of administrative leave granted to nonessential County employees. For purposes of this subsection, the County workday will be considered ended at 5:00 p.m.

If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned twenty-four (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.

Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations.

Section 4.06 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.

Section 4.07 Disability Leave.

The Office of the Sheriff will designate a member of management to make injury on the job determinations. Specifically, where an employee claims injury on the job and is unable to work, management will review the claim as soon as possible but not later than ten (10) working days after the claim was made. In cases where injury on the job is not clearly indicated, the process outlined in Administrative Procedure 284 (Administration of Employee Leave) will be followed.

For good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to an employee covered by this agreement who has petitioned the Sheriff and has received the Sheriff's recommendation for additional leave.

Section 4.08 Presidential and Union Business Leave.

Subject to the conditions set forth herein, the President of the DSA and employees covered by this Agreement may be granted at the request of the DSA administrative leave for official DSA business for the purpose of attending workshops, conventions, conferences and seminars, and the DSA President, or his designee, will be granted administrative leave for the administration of this Agreement and for conducting DSA business. Where leave is requested for employees covered by this Agreement to attend workshops, conventions, conferences and seminars, the President of the DSA must deliver to the Office of the Sheriff a written request for the leave at least ten (10)

working days before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which the leave is requested.

The County will provide two hundred fifty (250) hours of administrative leave per fiscal year covered by this Agreement for attendance at workshops, conventions, conferences and seminars. No administrative leave will be granted pursuant to this Section when the two hundred fifty (250) hours has been used up during a fiscal year, and any unused balance of the two hundred fifty (250) hours of administrative leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for administrative leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that the DSA will not request administrative leave under this Section for business or activities that are detrimental to the Department.

Section 4.09 Accidental Life Insurance Benefit.

The County shall pay a death benefit of five thousand dollars (\$5,000) upon the death of any employee covered by this Agreement whose death results from an accidental personal injury arising out of and in the course of his/her employment.

Effective July 1, 1994, the accidental death benefit for employees covered by this Agreement will increase from five thousand dollars (\$5,000) to ten thousand dollars (\$10,000).

Section 4.10 Health Insurance Premiums.

1. 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 percent (25%).

2. 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%).

3. The Employer shall contribute ninety percent (90%) to the County's deductible prescription and optical care programs for any employee covered by this Agreement who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).

ARTICLE 5

SUPPLEMENTAL RETIREMENT BENEFIT

Employees covered by this Agreement will participate in the Supplemental Pension Plan

For General Schedule Employees in accordance with the provisions of that plan.

ARTICLE 6

COOPERATION

Section 6.01 Labor-Management Committee.

The DSA President and two (2) other employees covered by this Agreement and designated by the DSA President shall participate with management on a Labor-Management Committee. The Committee may meet as issues arise at times convenient to both parties, but not more than once a month unless so agreed by the parties. The party requesting a meeting of the Labor-Management Committee shall give the other party written notice of agenda item(s).

Section 6.02 Joint Study Committees.

A Joint Study Committee, consisting of the DSA, the Office of the Sheriff and the Personnel Office, will be established to examine the current promotional selection process with the objective of having the Office of the Sheriff interview and consider as many qualified bargaining unit members as possible for promotional vacancies. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

A Joint Study Committee will be established to examine the dress code policy for civilian employees in the Office of the Sheriff, including the standards of dress for each section and the policy for deciding when to replace worn or unserviceable uniforms. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

A Joint Study Committee will be established to examine voluntary overtime distribution. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

Effective in FY96, a Joint Study Committee will be established to examine the subject of work schedules and alternative schedules for employees covered by this Agreement. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

ARTICLE 7

GRIEVANCE PROCEDURE

Any question arising out of and during the term of this Agreement involving an interpretation or application of any of the express provisions of this Agreement shall be

considered a grievance and subject to resolution pursuant to the following procedures:

Step 1. When an employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the DSA President, within seven (7) working days after the occurrence of the violation, shall file with the Office of the Sheriff a written notice of the grievance. The written notice must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the agreement alleged to have been violated.

Upon receipt of a grievance, the Office of the Sheriff will conduct an investigation of the grievance. The Office of the Sheriff may take up to thirty (30) working days to complete its investigation, unless there are five (5) or more grievances pending at Step 1 at any one time. In such cases, the thirty (30) working day time limit as provided above will not apply to those grievances and individual time limits will be agreed upon by the DSA and the Office of the Sheriff. Following the investigation, the aggrieved employee, the President of the DSA, and a representative of the Office of the Sheriff will meet at a mutually agreeable time and endeavor to adjust the matter. The Office of the Sheriff will provide the DSA with a written response to the grievance not later than seven (7) working days following the meeting. If the parties fail to resolve the matter at this Step 1, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the grievance procedure. Time limits as provided for herein may be extended by mutual agreement of the parties.

Step 2. If the grievance shall have been submitted but not adjusted under Step 1, either the DSA President or the County may request in writing, within seven (7) working days after the grievance has been denied at Step 1, that the grievance be submitted to an arbitrator mutually agreed upon by them. In the event that the parties are unable to agree on an arbitrator, the DSA and the County shall request the American Arbitration Association to provide them with a list of arbitrators from which an arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing.

The decision of the arbitrator shall be specifically limited to the matter submitted to him/her. He/She shall have no authority in any manner to amend, alter or change any provision of this Agreement. The decision of the arbitrator shall be final, binding and conclusive on the County, the DSA and the employee involved. The fees and expenses of the arbitrator shall be borne by the losing party.

ARTICLE 8

PUBLICATION OF AGREEMENT

The County shall provide copies of this Agreement to the DSA for its distribution of one (1)

copy to each employee covered by this Agreement.

ARTICLE 9

SAVINGS CLAUSE

In the event that any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision and shall leave unaffected the remainder of this Agreement. Upon issuance of such a decision, the Employer and the DSA agree to immediately negotiate a substitution for the invalidated Article, Section or portion thereof.

ARTICLE 10

DURATION

This Agreement shall become effective on July 1, 1995 and shall remain in full force and effect until June 30, 1996. This Agreement shall be automatically renewed from year to year after June 30, 1996 unless either party shall notify the other in writing no later than October 1, 1995 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this _____ day of _____, 1995, in Upper Marlboro, Prince George's County, Maryland.

DEPUTY SHERIFF'S ASSOCIATION
OF PRINCE GEORGE'S COUNTY,
INC.

PRINCE GEORGE'S COUNTY,
MARYLAND

Louis J. Oertly
President

Wayne K. Curry
County Executive

ATTACHMENT A

**SALARY SCHEDULE Z
SCHEDULE OF PAY GRADES**

- NOTE:
1. Merit increases for employees covered by this Agreement who earn less than the maximum of their grade shall be granted at a rate of three and a half percent (3.5%), in accordance with the Personnel Law. Employees will continue to receive three and a half percent (3.5%) merit increases until one of the following occurs.
 - a) They reach the maximum;
 - b) The three and a half percent (3.5%) increase would establish the hourly rate one percent (1%) or less below the maximum, in which case the hourly rate will be automatically adjusted upward to the maximum; or,
 - c) The three and a half percent (3.5%) merit adjustment would cause an employee's salary rate to exceed the maximum rate established for that grade, in which case the employee's salary will instead be adjusted to equal the maximum applicable rate.
 2. Steps for the purpose of promotions, demotions, discipline, and reallocations shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.

SALARY SCHEDULE Z
DEPUTY SHERIFF'S ASSOCIATION
(CIVILIAN UNITS)
IN EFFECT JULY 1, 1995
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
Z06	HOURLY	7.4080	11.4618
	BIWKLY	592.64	916.94
	ANNUAL	15,409	23,841
Z07	HOURLY	7.7782	12.0351
	BIWKLY	622.26	962.81
	ANNUAL	16,179	25,033
Z08	HOURLY	8.1672	12.6367
	BIWKLY	653.38	1,010.94
	ANNUAL	16,988	26,284
Z09	HOURLY	8.5755	13.2685
	BIWKLY	686.04	1,061.48
	ANNUAL	17,837	27,598
Z10	HOURLY	9.0043	13.9319
	BIWKLY	720.34	1,114.55
	ANNUAL	18,729	28,978
Z11	HOURLY	9.4544	14.6286
	BIWKLY	756.35	1,170.29
	ANNUAL	19,665	30,427
Z12	HOURLY	9.9272	15.3601
	BIWKLY	794.18	1,228.81
	ANNUAL	20,649	31,949
Z13	HOURLY	10.4234	16.1281
	BIWKLY	833.87	1,290.25
	ANNUAL	21,681	33,546
Z14	HOURLY	10.9446	16.9345
	BIWKLY	875.57	1,354.76
	ANNUAL	22,765	35,224

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
Z15	HOURLY	11.4919	17.7812
	BIWKLY	919.35	1,422.50
	ANNUAL	23,903	36,985
Z16	HOURLY	12.0666	18.6703
	BIWKLY	965.33	1,493.62
	ANNUAL	25,099	38,834
Z17	HOURLY	12.6698	19.6037
	BIWKLY	1,013.58	1,568.30
	ANNUAL	26,353	40,776

The hourly rates are the same as the rates which were effective on January 8, 1995. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.