

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1997 Legislative Session

Resolution No. CR-15-1997

Proposed by Chairman (by request - County Executive)

Introduced by Council Members Russell, Wilson, Estep, and Scott

Co-Sponsors

Date of Introduction March 4, 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 (Family Connection Division, Department of Family Services)

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 I submitted and recommended by the County Executive on February 26, 1997, which is attached hereto and made a part hereof, setting forth the following economic modifications: no cost of living or merit step increases during the period from July 1, 1996 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 Holiday; and further establishing the work hours, overtime compensation, emergency response pay, temporary assignment pay, leave provisions, health, life and unemployment insurance, supplemental retirement benefit, social security, worker's compensation, incentive awards and

PEOPLE fund deduction, for such employees, be and the same is hereby approved.

Adopted this 8th day of April, 1997.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:
Dorothy F. Bailey
Chair

ATTEST:

Joyce T. Sweeney
Clerk of the Council

SALARY SCHEDULE I
SCHEDULE OF PAY GRADES - AFSCME LOCAL 2735
(FAMILY CONNECTION DIVISION,
DEPARTMENT OF FAMILY SERVICES)
PRINCE GEORGE'S COUNTY, MARYLAND
THROUGH JUNE 30, 1997

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1. SCHEDULED PAY RATES

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

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
I01	HOURLY	4.7500	8.9806
	BIWKLY	380.00	718.45
	ANNUAL	9,880	18,680
I02	HOURLY	6.0945	9.4298
	BIWKLY	487.56	754.38
	ANNUAL	12,677	19,614
I03	HOURLY	6.3991	9.9013
	BIWKLY	511.93	792.10
	ANNUAL	13,310	20,595
I04	HOURLY	6.7191	10.3962
	BIWKLY	537.53	831.70
	ANNUAL	13,976	21,624
I05	HOURLY	7.0550	10.9159
	BIWKLY	564.40	873.27
	ANNUAL	14,674	22,705
I06	HOURLY	7.4080	11.4618
	BIWKLY	592.64	916.94
	ANNUAL	15,409	23,841
I07	HOURLY	7.7782	12.0351
	BIWKLY	622.26	962.81
	ANNUAL	16,179	25,033
I08	HOURLY	8.1672	12.6367
	BIWKLY	653.38	1,010.94
	ANNUAL	16,988	26,284
I09	HOURLY	8.5755	13.2685
	BIWKLY	686.04	1,061.48
	ANNUAL	17,837	27,598

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
I10	HOURLY	9.0043	13.9319
	BIWKLY	720.34	1,114.55
	ANNUAL	18,729	28,978
I11	HOURLY	9.4544	14.6286
	BIWKLY	756.35	1,170.29
	ANNUAL	19,665	30,427
I12	HOURLY	9.9272	15.3601
	BIWKLY	794.18	1,228.81
	ANNUAL	20,649	31,949
I13	HOURLY	10.4234	16.1281
	BIWKLY	833.87	1,290.25
	ANNUAL	21,681	33,546
I14	HOURLY	10.9446	16.9345
	BIWKLY	875.57	1,354.76
	ANNUAL	22,765	35,224
I15	HOURLY	11.4919	17.7812
	BIWKLY	919.35	1,422.50
	ANNUAL	23,903	36,985
I16	HOURLY	12.0666	18.6703
	BIWKLY	965.33	1,493.62
	ANNUAL	25,099	38,834
I17	HOURLY	12.6698	19.6037
	BIWKLY	1,013.58	1,568.30
	ANNUAL	26,353	40,776
I18	HOURLY	13.3034	20.5840
	BIWKLY	1,064.27	1,646.72
	ANNUAL	27,671	42,815
I19	HOURLY	13.9687	21.6132
	BIWKLY	1,117.50	1,729.06
	ANNUAL	29,055	44,955
I20	HOURLY	14.6669	22.6937
	BIWKLY	1,173.35	1,815.50
	ANNUAL	30,507	47,203

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
I21	HOURLY	15.4002	23.8284
	BIWKLY	1,232.02	1,906.27
	ANNUAL	32,032	49,563
I22	HOURLY	16.1703	25.0199
	BIWKLY	1,293.62	2,001.59
	ANNUAL	33,634	52,041
I23	HOURLY	16.9788	26.2708
	BIWKLY	1,358.30	2,101.66
	ANNUAL	35,316	54,643
I24	HOURLY	17.8277	27.5844
	BIWKLY	1,426.22	2,206.75
	ANNUAL	37,082	57,376

The minimum hourly rates for grade I-01 is the same as the April 1, 1991 Federal minimum wage which will be adjusted as the Federal minimum wage is adjusted. The hourly rates for grades I-02 - I-24 are the same as the December 25, 1994 rates as adopted by CR-56-1994 for employees in the General Salary Schedule. For administrative purpose, 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.

II. WAGES

A. Cost of Living Increases

No employee covered by this Salary Schedule will receive a cost of living adjustment during the period from July 1, 1996 through June 30, 1997.

B. Merit Increases

Employees covered by this Salary Schedule who would otherwise be entitled to receive a merit step (anniversary) increase during the period from July 1, 1996 through June 30, 1997 will not receive one and will forgo it.

C. 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 rates of pay, then such merit increase or COLA shall apply on the same date(s) to all employees covered by this Salary Schedule.

2. PROBATIONARY PERIOD

The classifications and probationary periods covered by this Salary Schedule are:

General Clerk I, II, III - six months
Clerk Typist I, II - six months
Administrative Aide I, II, III - nine months
Community Development Assistant I, II, III - six months
Counselor I, II, III - one year
Community Developer I, II, III - one year
Social Worker III - one year

The employee shall be entitled to move to the second level of the allocation upon serving the requisite time-in-grade for the position provided that the employee has also received satisfactory performance evaluations while working at the first level.

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 no merit continued employment with the Employer. When dismissing a probationary employee, the Employer shall 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 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.

3. WORK HOURS

A. Hours of Work

Except for employees working directly with families, that is, Community Developers I, II, III, Community Development Assistants I, II, III, Counsellors I, II, III, Social Workers III, the regular work day shall consist of a shift of eight consecutive hours, excluding an unpaid meal period, within a twenty-four hour period, and the normal workweek shall consist of five consecutive days Monday through Friday.

The County agrees to consider a compressed workweek for employees who do not work directly with families and a flexible work schedule for all based on departmental operational needs.

Employees working directly with families, as indicated in the first paragraph above, shall work 40 hours per week flexible schedules that accommodate the families whom they serve.

Employees working directly with families are employees engaged in an operation for which there may be employment in excess of five work days in any seven day period, or in excess of eight hours in a workday. The Union may place issues arising as a result of the hours of work of employees working directly with families to a special operation on the agenda of the Labor-Management Committee for discussion, but such issues are not subject to the grievance and arbitration provisions of the Agreement.

B. REST PERIOD

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

4. OVERTIME COMPENSATION

Employees shall be compensated for approved overtime worked as follows:

- a. Employees in the classification of Administrative Aide I, II, III, Clerk Typist I and II, and General Clerk I, II, III and IV shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for time they are required to work in excess of forty hours in a workweek. However, at the employee's option with the approval of the County, the employee may elect compensation

leave at the time and one-half rate in lieu of cash payout for overtime.

- b. Employees who work directly with families, that is, Community Developers I, II, III, Community Development Assistants I, II, III, Counsellors I, II, III, Social Workers III, shall be compensated at the rate of one and one-half times (1.5) compensatory leave for overtime work they are required to perform in excess of forty (40) hours worked in a workweek.
- c. All leave with pay to include holidays shall be considered time worked in the computation of overtime.

For purposes of this provision and other compensatory leave provisions of this Salary Schedule, compensatory leave shall be scheduled at mutually agreeable times. The parties agree that this paragraph shall be administered consistent with the requirements of the Fair Labor Standards act and the County's rules and regulations.

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

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

A differential of ninety cents (\$.90) per hour will be paid to employees for each hour they work in direct, face-to-face contact with families between the hours of ten o'clock in the evening (10:00 p.m.) and six o'clock in the morning (6:00 a.m.).

5. EMERGENCY RESPONSE PAY

Employees covered by this Salary Schedule, who are required to work during weather related emergencies when the County government is closed, shall, in addition to administrative leave, receive compensatory leave at straight time for each hour worked.

6. TEMPORARY ASSIGNMENTS

Employees who are required to perform duties of a higher job classification shall be compensated after twenty-one (21) days retroactive to the first day at the rate of that higher classification. No employee shall be required to perform such work for more than one-hundred and twenty days in any one calendar year.

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

this Section.

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

7. ANNUAL LEAVE

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

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

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

A maximum of 360 hours of accumulated annual leave earned beginning with the first pay period of Fiscal Year 1996 may be carried over from one (1) leave year to the next by an employee.

An employee shall be allowed to carry over annual leave earned as of the last full pay period in Fiscal Year 1995, even if such accumulated amount is in excess of the maximum allowed in the paragraph above.

Annual leave hours in excess of the maximum allowed to be carried over to the next leave year are forfeited.

Employees shall accumulate annual leave while serving their probationary period, but shall not be granted annual leave during the first ninety days of service with the Employer. The employee shall earn a leave credit at the appropriate rate as indicated in paragraph 1 above which may be granted after the employee's ninetieth calendar day of service. Any absence during the first ninety 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 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.

An employee who has completed the first ninety 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.

Vacation leave may be taken in increments of one-half hour or more.

Any holiday as defined in this Salary Schedule that falls within an employee's scheduled vacation shall 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:

- 1 . A written request to charge such time to sick leave is submitted to his/her department within ten 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 nature and duration of the employee's illness, injury and/or hospitalization.

Payment for accrued annual leave upon separation from employment shall be governed by the Personnel Law as amended by CB-62-1995.

8. SICK LEAVE

Full-time employees shall accrue four and one-half hours of sick leave per pay period. Part-time employees who work twenty 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 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, dependent children, or elders; or because of necessary employee appointments with physicians, dentists or optometrists. The Employer may require proof of the reason for which sick leave was taken when the Employer has reasonable cause to believe that an employee may be abusing sick leave privileges.

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

start of the employee's workday.

The Union shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual leave by employees covered by this Salary Schedule. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Salary Schedule with a zero leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave under Section XIII. (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 donations to the sick leave bank above, employees shall be permitted to donate their sick leave directly to other employees in accordance with the County Personnel Law and procedures.

Payment for accrued sick leave upon separation from employment shall be governed by the Personnel Law as amended by CB-62-1995.

9. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

- A. The annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, with proper notice of separation as determined by the employee's appointing authority, be liquidated in the following manner:
 - 1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);
 - 2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;
 - 3. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, the employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following limitation:

- a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in Fiscal Year 1995, 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 Fiscal Year 1995, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of June 30, 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 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.

10. PERSONAL LEAVE

Two paid personal leave days per wage reporting year shall be granted to each employee eligible for annual leave. A personal leave day shall be requested and approved in advance of use. 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.

11. MILITARY LEAVE

Military Leave will be administered pursuant to the Personnel Law .

12. BEREAVEMENT LEAVE

In the event of the death of an employee's primary caregiver, parent-in-law, son or daughter-in-law, grandchild, brother, sister or grandparents, the employee shall be permitted to take up to five (5) working days leave for bereavement. Upon the death of the employee's parent, spouse or child, the first day will be charged to administrative leave and the rest to the employee's accumulated sick leave.

13. JURY DUTY

An employee who is required to perform jury service in any court (Federal or State) shall be paid his/her regular salary. If after reporting for jury duty, it is determined that the employee's services are not required and the employee is dismissed from jury duty for the day, the employee shall return to his/her regular work for the remainder of the day.

14. LEAVE OF ABSENCE

Employees shall be eligible to request a leave of absence after one hundred twenty (120) days of 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 County, in its discretion, approves the leave of absence, 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 Agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

15. FAMILY AND MEDICAL LEAVE

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

16. BLOOD DONATION LEAVE

Employees shall be granted up to four 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.

17. 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.

18. VOTING TIME

Employees who are registered voters shall be granted up to two 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.

19. UNION BUSINESS LEAVE

The County shall grant, after request to and approval by the department appointing authority, 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. Six delegates of Local 2735 shall be approved for not more than six days administrative leave for attendance at such conventions and/or conferences, and such leave shall not be unreasonably withheld.

Employees covered by this Salary Schedule who are selected by the bargaining unit to serve as Shop Steward shall be approved for not more than three (3) days administrative leave for the initial Shop Steward training. Additionally, employees who are duly elected Local Union stewards, Local Union officers (President, Vice President, Secretary and Treasurer), Local Union Board Members (up to three such members per Local) and Council 67 Executive Board Members who are not covered by another collective bargaining agreement 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 Article, the Union must adhere to the following procedures: not less than ten working days before the event for which leave is requested, the Union shall provide the Office of Labor Relations with a written request for the leave, indicating the event and the date(s) it shall take place, the amount of leave requested and the names of employees for whom it is requesting administrative leave, noting their departments), Union Local(s), and the capacity in which they shall be attending the event. The Office of Labor Relations shall forward the request to the affected department appointing authority(ies) for approval. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld.

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 two 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 year. The leave may be extended for an additional one year by consent of the County in the same manner as originally requested. Such approval shall not be unreasonably withheld.

20. HOLIDAYS

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
12. Christmas Day

Further, employees will be granted an additional four hours of personal leave each wage reporting 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.

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

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

An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled work day shall receive compensatory leave for all hours actually worked on the holiday at the rate of one and one-half times in addition to his/her holiday pay. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled day off shall receive compensatory leave for all hours worked at the rate of one and one-half times. In addition, the employee shall receive another day off.

21. HEALTH AND WELFARE

The Employer shall contribute seventy-five (75%) percent to the cost of the County's

health insurance CountyCare Choice program for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

The County shall contribute eighty percent (80%) to the cost of a prepaid group health maintenance organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%).

Employees shall be offered the opportunity to select coverage for medical prescriptions and for optical care for the employee and his/her family. Ninety percent of the cost of the prescription and optical plans shall be paid by the Employer, and ten percent shall be paid by the employee.

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

Where an employee who is injured on the job has exhausted all available leave (including IOJ) and is granted an unpaid leave of absence pursuant to the Article 33 (Leave of Absence), the County shall pay the Employer and employee share of the employee's health insurance during the leave of absence.

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.

22. SUPPLEMENTAL RETIREMENT BENEFIT

Employees covered by this Salary Schedule will continue to participate in the Supplemental Retirement Benefit Plan for General Schedule employees including IRS Pickup Plan.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.