



No. 2-16

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Executive Director

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CONTRACT EMPLOYMENT: SEASONAL/INTERMITTENT, TEMPORARY, AND TERM EMPLOYMENT

AUTHORITY

This Administrative Practice was originally approved by the Commission on July 10, 1991. Amendments were most recently approved by the Executive Director, effective July 14, 2020 to recognize the applicability of the Maryland Organ Donation Leave Act.

APPLICATION

This Practice applies to all Contract employees as defined in this Practice.

PURPOSE AND BACKGROUND

This Practice establishes the terms and conditions for the employment of non-permanent employees who are hired on a Seasonal/Intermittent, Temporary, or Term basis as defined in this policy. Subsequent to the initial adoption, the Practice has been amended as follows:

- February 17, 1999, and May 17, 2000: to adopt changes to the pay plans, clarify the maximum number of work hours which could be assigned for each of the contractual categories, and introduce a new pay plan titled the Seasonal/Intermittent Aquatic Plan.
- October 15, 2003: to adopt policy changes to the Temporary contract employment category.
- December 7, 2014: to incorporate M-NCPPC Resolution #14-07 which revised the methodology used for calculation of overtime with the updated Enterprise Resources Planning system.
- November 18, 2015: to incorporate/clarify:
 - M-NCPPC Resolution #15-17, which established updates to the Family Medical Leave Act Program.
 - M-NCPPC Resolution #15-20, which incorporated three new pay plans for employees hired into the Seasonal/Intermittent category.
 - Existing overtime policies.
- December 6, 2017: to provide clearer guidance and updated standards on employment laws; compensation (including, but not limited to, overtime, anniversary, promotions, change in grade, renewals, acting pay, and emergency pay); delegation of authority; dispute resolution procedures; and, applicable pay plans utilized for Temporary Contract employees.
- May 2, 2018: to incorporate paid sick leave for Seasonal/Intermittent and Temporary employees and provisions for the permissible use of leave consistent with the Maryland Healthy Working Families Act.
- July 14, 2020: to communicate unpaid leave benefits under the Maryland Organ Donation Leave Act. Specific provisions of the Maryland Organ Donation Leave Act are outlined in the Administrative Procedures.

QUESTIONS

The Human Resources Division in the Department of Human Resources and Management is responsible for implementing and ensuring compliance with this policy, and can be reached at 301-454-1700. General questions about the Practice, or requests for copies, should be directed to the Corporate Policy Office at policyreview@mncppc.org or 301-454-1647.

REFERENCES

Federal/State/Local Standards:

- Americans with Disabilities Act
- Fair Labor Standards Act
- Patient Protection and Affordable Care Act
- Title VII of the Civil Rights Act, as amended
- Division II, Land Use Article, Annotated Code of Maryland
- Maryland Healthy Working Families Act
- Maryland Organ Donation Leave Act (Prohibition on Discrimination by Insurer and Unpaid Leave)

M-NCPPC Administrative Practices/Procedures/Resolutions:

- Accompanying M-NCPPC Administrative Procedures, 00-02, Contract Employment: Seasonal/Intermittent, Temporary and Term Employment
- Merit System Rules and Regulations (as referenced within this Administrative Practice)
- M-NCPPC Resolution #15-16, Authorization to Establish Benefits Program
- M-NCPPC Resolution #15-17, Amendments to Family Medical Leave Act Policy: Calculation of 12-Month FMLA Eligibility Period, and Adoption of Military Family Leave Benefits
- M-NCPPC Resolution #15-20, Approval of New Pay Plan and Pay Schedules for Vendor Transition
- Notice 11-08, Preparation, Staffing and Compensation During Emergency Conditions
- Administrative Practice 2-15, Employee Use of M-NCPPC Property

Commission-Adopted Pay Plans/Schedules:

- Seasonal/Intermittent Classification Pay Plan
- Aquatics Seasonal/Intermittent Pay Plan
- General Service Classification Pay Plan
- Revenue Sharing Pay Plan
- Specialty Services Pay Plan
- Tennis Instructor Pay Plan

DEFINITIONS

Anniversary Date: For the purposes of the Performance Evaluation System, an anniversary date is one calendar year from the date (month and day) of the first day of employment. If an employment contract is not renewed, a new anniversary date shall be established if a Contract employee is subsequently re-employed.

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA): A federal law mandating that eligible employees and dependents have the ability to continue health insurance coverage after termination of employment and other qualified events.

Contract Period: The length of a contract that may be either the maximum number of hours permitted in an employment category, or twelve (12) consecutive months effective the first day of employment, whichever comes first.

Contract Year: This applies to any contracts that are established for a full twelve (12) month cycle.

Human Resources Director: The individual who serves as the head of the Corporate Human Resources Division in the Department of Human Resources and Management.

The Commission: The governing body of the Maryland-National Capital Park and Planning Commission, which is comprised of five members from each of the agency's two Planning Boards for Montgomery County and Prince George's County.

The Maryland-National Capital Park and Planning Commission: The organizational entity. For purposes of this Practice, the terms "M-NCPPC" or "agency" shall be used to reference the organizational entity.

POLICY

In order to perform its work program, the Maryland-National Capital Park and Planning Commission (M-NCPPC) finds it necessary to utilize short term, non-Merit System positions. These non-Merit System positions are filled on a contractual basis using the categories of Seasonal/Intermittent, Temporary or Term employment. It is not intended that Contract employment be used to fill positions that should otherwise be filled with Merit System employment.

The M-NCPPC strives to hire and promote the best-qualified individuals available. It is the policy of the M-NCPPC to treat Contract employees in a fair and equitable manner and to maintain a safe working environment.

Employment decisions shall adhere to the principles of equal employment opportunity and comply with all applicable federal/state/local employment regulations. The agency prohibits discrimination in any employment decision on the basis of race, color, religion, sex, age, national origin, marital status, disability, genetic information, gender identity, sexual orientation, pregnancy, or other unlawful factor prohibited by law.

The agency may extend limited benefits to certain categories of Contract employees, as described within this Practice. Contract employees are entitled to any benefit, including leave, for which they are eligible by law or relevant M-NCPPC policies including, but not limited to, the Family and Medical Leave Act (FMLA), the Affordable Care Act (ACA), the Maryland Healthy Working Families Act, the Maryland Organ Donation Leave Act (Prohibition on Discrimination by Insurer and Unpaid Leave), and Workers' Compensation.

All Contract employees are expected to comply with this Practice and all other relevant organizational policies and standards. A Contract employee who has a concern regarding compliance with the policies established by the Commission or an allegation of discrimination may report the concern in accordance with Section XI, "Dispute Resolution".

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Section I. Contract Employment Categories, Contract Renewals, and Amendments

A. Contract Employment Categories and Renewals

Non-Merit positions may be filled through Seasonal/Intermittent, Temporary, or Term employment categories as defined below in Subsections I.A.1 through I.A.3.

Contract employees perform specific duties and responsibilities as designated by their assigned position classification(s).

Contract employees may not be employed under more than one employment contract during any one contract period.

- The specific hours and terms of each contract category are defined within the Practice.
- The contract period is the length of a contract which may be either the maximum number of hours permitted in the assigned contract employment category, or twelve (12) consecutive months effective from the first day of employment, whichever comes first.

A contract may be amended as indicated in Subsection I.B, "Contract Amendments".

In the event that a Contract employee is required to work beyond their standard workweek, overtime compensation may apply. Overtime hours shall be administered in accordance with Section V, "Pay Plans and Compensation, Emergency Compensation, and Benefits for Contract Employees".

1. **Seasonal/Intermittent Employment Category:** A category under which a Contract employee may work up to 1560 hours within a twelve-month contract period. During the contract period, this Contract employee works on programs or at facilities that are of a seasonal nature (e.g., athletic facilities, golf courses, swimming pools, ball fields, playgrounds and other seasonal programs, internships, instructor-led classes); or works on a sporadic/as-needed basis for special events, or for programs/facilities including those that operate year-round. The Seasonal/Intermittent category also may be used to provide coverage for services/programs when a Merit System employee is on leave. Employees may be eligible for medical health benefits consistent with the Affordable Care Act (ACA), and leave consistent with the Family and Medical Leave Act, the Maryland Healthy Working Families Act, and the Maryland Organ Donation Leave Act. (See Section V.D, "Health Benefits Coverage".)

Budgeting Authority for Seasonal/Intermittent Positions: Positions may be filled based on available funding, as approved by the Department Head.

Contract Renewals for Seasonal/Intermittent Positions: Contracts may be considered for renewal after twelve (12) months have elapsed from the commencement of the contract.

2. **Temporary Employment Category:** A category under which a Contract employee works on projects or programs for any specified duration not to exceed 12 months. The maximum number of hours that can be worked cannot exceed 1365 hours within a 12-month contract. This type of employment category is used for special projects, or other needs, when extra assistance is needed for specified time period indicated by a start and end date. Employees may be eligible for leave consistent with the Family and Medical Leave Act, the Maryland Healthy Working Families Act, and the Maryland Organ Donation Leave Act.

Section I.A (Contract Employment Categories and Renewals) (Continued)

Budgeting Authority for Temporary Positions: Positions may be filled based on available funding, as approved by the Department Head.

Contract Renewals for Temporary Positions: These contracts may not be renewed. However, the employee may be considered for rehire under a new contract after 90 calendar days have elapsed from the end of the employee's prior contract.

- 3. Term Employment Category:** A category under which a Contract employee is regularly scheduled to work a minimum of thirty (30) hours, and a maximum of thirty-seven and one-half (37 ½) hours, per week, on a consecutive weekly basis, for twelve (12) months. In all cases, the contract cannot exceed 1950 regularly-scheduled hours in that contract year. All hours worked beyond the thirty-seven and one-half (37 ½) hour regularly scheduled workweek are considered overtime hours, and must have prior Department Head approval.

Term Contract employees are eligible for certain benefits and leave which are not available to other categories of contract employment. (See Section V.C, "Leave and Benefits Limited to Term Contract Employees".) The Term employment category is applied to contract positions that meet one of the following criteria:

- The position requires work hours that exceeds the limitations of other employment categories.
- The position cannot be covered by other contract employment categories such as jobs associated with grant funding or where the M-NCPPC implements programs or services for another agency.

Budgeting Authority for Term Positions: A Term contract position may be filled based on the following:

- Position funding has been approved by the Commission during the annual budget approval process.
- Position is being used to temporarily fill a vacant, funded Merit position.
- Position may be funded through salary lapse and/or seasonal dollars.

Contract Renewals for Term Positions: Contractual employment agreements of employees hired under the Term category are for one year. The contract may be renewed for an additional one (1) year period, bringing the total contracted period to two (2) years. Contract employees working under the auspices of a grant, in which the grant determines the limits of employment, are exempt from this provision. In exceptional cases, the contract may be renewed beyond the two (2) year maximum only with the consent of the Department Head, who determines that such employment complies with the intent of this Practice. The Department Head shall inform the Executive Director of the determination and justify, in writing, any extension of employment beyond the two (2)-year limit.

B. Contract Amendments

A contract may be amended within a contract period to recognize pay adjustments, modify multiple positions within the same contract category (multiple positions only applicable to Seasonal/Intermittent and Temporary categories), and/or other authorized changes as described in the accompanying *Administrative Procedures 00-02, Contract Employment: Seasonal/ Intermittent, Temporary, and Term Employment*.

The category of employment for a Contract employee cannot be changed for the purpose of denying the benefit package or to avoid the contract period originally assigned to employment category.

Section I.B (Contract Amendments) (Continued)

1. At any time during the contract period, an employee hired under the Seasonal/Intermittent or Temporary category may be changed to the Term employment category. In such cases, a new contract shall be established for the Term employment, and the date of the change to the Term employment category shall become the effective date of the new contract and anniversary date.
2. In some cases, legitimate business reasons may necessitate other changes in employment categories, including, but not limited to, moving an employee from the Term contract category. For any changes not covered in Subsection I.B.1, the Department Head must submit a justification for consideration and approval by the Human Resources Director prior to effectuating the change.

At the expiration of a contract period, an employment contract may be renewed with relevant amendments, as permitted in accordance with the renewal requirements of the corresponding employment category. (See *Subsection I.A, Contract Employment Categories and Renewals.*)

Section II. Hiring and Concurrent Requirements

A. Position Qualifications/Assessments

Contract employees must meet the minimum qualifications and be able to perform the assigned essential duties and responsibilities of his/her respective position, with or without reasonable accommodation. Contract position requirements may include qualification assessments, post-offer medical evaluations, and employment background/criminal history checks.

B. Concurrent Employment

An individual may be employed into one of the following contract categories: Seasonal/Intermittent, Term or Temporary. A Contract employee may not be employed under more than one contract category during any one contract period. However, a Contract employee hired into a Seasonal/Intermittent or Temporary category may hold multiple positions as long as all positions fall under the same contract category.

A Contract employee may not be employed simultaneously in a Merit System position with the M-NCPPC.

C. Concurrent Outside Employment and Non-Commission Business

Contract employees must comply with M-NCPPC Administrative Practice 2-14, Outside Employment and Non-Commission Business, and required disclosures. Department Heads must review activities to ensure they do not pose a conflict of interest with M-NCPPC duties.

D. Hiring of Retired M-NCPPC Employees

Employees receiving a service retirement benefit from the M-NCPPC Employees' Retirement System are not eligible for employment as Contract employees.

E. Nepotism

A Department Head, supervisor, or employee may not appoint, promote, reassign, or participate in any employment action affecting a member of his/her family or any other individual living at the same residence as the decision maker. A Department Head also may not permit the employment of these individuals where it would result in one having direct or indirect supervisory responsibility over the other. For purposes of nepotism, "family" is defined as an individual related to the M-NCPPC employee by blood, marriage, or adoption. Examples include: parent or stepparent, legal guardian, spouse, brother, stepbrother, sister, stepsister, child or stepchild, foster children, uncles, aunts, first cousins, spouse's parents, grandparents, and spouse's grandparents.

Section III. Work Schedules/Work Locations, Pay Periods, and Meal Periods

A. Work Schedules and Work Locations

The terms and conditions of an employment contract will specify the work locations, the standard schedule, and the hours of work. For purposes of developing work schedules, the following standards shall be followed:

1. **Seasonal/Intermittent Employees:** Regularly scheduled workweek shall not exceed forty (40) hours.
2. **Temporary Employees:** Regularly scheduled workweek shall not exceed forty (40) hours.
3. **Term Contract Employees:** Regularly scheduled workweek shall not exceed thirty-seven and one-half (37 ½) hours.

All work beyond the regularly scheduled hours shall be approved in advance by the Department Head, and is subject to overtime provisions, as covered in Subsection V.A.2, "Overtime Compensation".

Management must ensure that work schedules comply with State laws regarding work hours and scheduling limitations of minors (individuals age 14–17).

B. Pay Periods

Employees are paid on a bi-weekly cycle.

C. Meal Periods

Due to the fluctuating and intermittent nature of contract employment hours, the scheduling of meal periods will be determined by the Department Head or his/her designee. A meal period shall be established when an employee is scheduled to work more than five (5) continuous hours.

1. Designated meal periods shall be a minimum of one-half (1/2) hour.
2. Meal periods during which an employee is not expected to perform any duties are not considered part of the workday. These meal periods may not be included in any computations used to determine the amount of regular pay, applicable leave calculations, overtime, and/or other forms of compensation.
3. In exceptional cases, an employee may be required by his/her supervisors to remain on duty during the time in which the meal is taken. In such cases, this time shall not be considered a meal break, and the employee shall be paid for this time.

Consistent with State law, minors (individuals age 14–17) cannot work more than five (5) continuous hours before a 30-minute break, without any assigned duties, is provided.

Section IV. Federal and State Withholdings

All Contract employees will be subject to appropriate Federal and State deductions including, but not limited to, wage taxes, and Social Security and Medicare (FICA) deductions.

Section V. Pay Plans, Compensation, Emergency Compensation, and Benefits

The Commission shall approve pay plans and benefits programs that are available to employees. Salary schedules and benefits may be modified to comply with applicable federal/state regulations and available agency funding.

All Contract employees shall be entitled to any benefit, including leave for which they are eligible by law or relevant M-NCPPC policies, including, but not limited to, the Maryland Healthy Working Families Act, the Maryland Organ Donation Leave Act, the Family and Medical Leave Act (FMLA), and workers' compensation. This paragraph does not confer any benefits not otherwise provided. Contract employees may also qualify for health benefits subject to requirements of the Affordable Care Act (ACA). Eligibility requirements for those benefits are described in Subsection V.D, Health Benefits Coverage.

A. Pay Plans and Compensation

1. Pay Plans

Contract employees shall be classified in accordance with the assigned duties and responsibilities. Pay Plans shall be approved by the Commission and comply with federal/state/local wage and overtime requirements.

Contract employees will be compensated based on their qualifications and the pay plan to which they are assigned. The applicable pay plan is assigned depending on the type of contract employment and position to which the employee is hired.

- a. **Term Contract employees** may be assigned to either the:
 - General Service Classification Pay Plan or
 - Seasonal/Intermittent Classification Pay Plan.
- b. **Temporary Contract employees** must be assigned to the:
 - General Service Classification Pay Plan;
- c. **Seasonal/Intermittent Contract employees** may be assigned to the:
 - Seasonal/Intermittent Classification Pay Plan;
 - Aquatics Seasonal/Intermittent Pay Plan;
 - Revenue Sharing Pay;
 - Specialty Services Pay Plan; or
 - Tennis Instructor Pay Plan.

A Contract employee's pay may not be adjusted to compensate for benefits that are otherwise not available to their assigned category of Seasonal/Intermittent, Temporary, or Term employment.

Compensation schedules and salary increments may be adjusted from time to time as recommended by the Human Resources Director and approved by the Commission.

Dependent upon Commission action, Contract employees may be entitled to pay rate increases based on revisions to their respective pay plans.

Section V.A (Pay Plans and Compensation) (Continued)

2. Overtime Compensation

Most contract positions are assigned to work less than 40 hours per workweek. All extra hours worked beyond the normal schedule must be approved by the Department Head or his/her designee. The authorization is subject to work program needs and availability of funding.

Contract employees shall be compensated consistent with the Fair Labor Standards Act (FLSA) which establishes requirements for the payment of overtime for work that is in excess of 40 hours per week. The M-NCPPC's Classification Plan shall identify, by position classification specifications, positions that are eligible to receive overtime, as defined by FLSA. Identification shall include designation of positions as either "non-exempt" or "exempt" from overtime mandates under FLSA.

a. Compensation for Work that Exceeds the Regularly Scheduled Workweek Hours (but Remains at 40 Hours or Below)

Hours worked by a Contract employee that exceed the regularly scheduled workweek hours will be compensated at straight time up to the fortieth (40th) hour, regardless of the employee's status as exempt or non-exempt under the FLSA.

b. Overtime Compensation for Work that Exceeds 40 Hours in a Workweek

- Non-exempt Positions: Pursuant to FLSA, employees who hold positions classified as non-exempt from FLSA receive overtime compensation at a rate of one and one-half (1 ½) for each authorized hour worked beyond forty (40) hours in a seven-day workweek.

If a Contract employee holds multiple non-exempt positions with separate rates of base pay, then, consistent with FLSA, overtime pay (as described above) will be based on the weighted average of the base pay assigned to those positions worked during that work week.

- Exempt Positions: For Contract employees assigned to positions that are exempt from FLSA overtime requirements, compensation shall be at the employee's regular assigned rate (straight time) for all authorized hours worked in a workweek.

If the Seasonal/Intermittent or Temporary employee holds multiple exempt positions, the rate of pay shall be consistent with the job being worked. Term Contract employees under an active contract with M-NCPPC are not permitted to hold multiple contract positions.

c. Limitations on the Authorization of Overtime Work (Beyond 40 Hours in a Workweek)

Employees who are assigned to the following pay scales are not eligible for overtime work, except in unusual circumstances, and with prior Department Head approval:

- Revenue Sharing Pay Plan;
- Specialty Services Pay Plan; or
- Tennis Instructor Pay Plan.

Section V.A (Pay Plans and Compensation) (Continued)

3. Pay Adjustments: Anniversary Pay Increment

Only Seasonal/Intermittent and Term Contract employees assigned to the following pay plans are eligible for an anniversary pay increase. Subject to any action taken by the Commission on anniversary increases, the adjustment may be up to three and one-half percent (3 ½%) to the base pay at the end of the contract year, if the Contract employee receives an overall satisfactory performance evaluation rating in accordance with the Performance Evaluation System for Contract employees:

- General Service Classification Pay Plan;
- Seasonal/Intermittent Classification Pay Plan;
- Specialty Services Pay Plan; or
- Tennis Instructor Pay Plan.

Employees assigned to the Revenue Sharing Pay Plan are not eligible for an anniversary pay increment.

Employees assigned to the Seasonal/Intermittent Aquatic Plan are not eligible for an anniversary pay increment.

The Administrative Procedures that accompany this Practice shall provide specific requirements for the administration of pay adjustments and the Performance Evaluation System for Contract employees. The Evaluation System is maintained by the Department of Human Resources and Management, Human Resources Division.

4. Pay Adjustments: Increase Due to Promotion

A promotion is the movement of an employee to a position of a higher grade-level during the same contract period. The Contract employee's assigned pay plan determines eligibility for a promotion and promotional adjustments. When a Contract employee is promoted, salary decisions shall comply with the following:

- a. Contract employees assigned to the following pay plans, who are promoted to a higher grade, may be paid at any rate in the new grade that does not exceed a ten percent (10%) increase in base pay above the pay held in the former position.
 - General Service Classification Pay Plan;
 - Seasonal/Intermittent Classification Pay Plan;
 - Specialty Services Pay Plan; or
 - Tennis Instructor Pay Plan.

The resulting salary shall not be less than the minimum nor exceed the maximum of the new position's salary range. The Human Resources Director has the authority to approve an increase that exceeds ten percent (10%).

- b. Aquatics Seasonal/Intermittent Pay Plan: Contract employees assigned to this pay plan who are subsequently promoted at any time during the contract period will be paid at a rate within the new position level commensurate with relevant experience.
- c. Revenue Sharing Pay Plan: Contract employees assigned to this pay plan are not eligible for a promotional pay adjustment, as they cannot be promoted under their existing contract.

Section V.A (Pay Plans and Compensation) (Continued)

5. **Pay Adjustments: Temporary Assignments at a Higher Grade/Acting Pay**

A Department Head may temporarily assign an employee to perform in an acting capacity to fulfill the full duties of a higher-grade position, when the position is anticipated to be vacant for a period of not less than sixty (60) calendar days. During the temporary assignment to a higher grade, an employee shall receive a temporary increase in their current base pay of up to five percent (5%) as long as the resulting salary does not exceed the maximum of the higher pay grade. A higher adjustment shall be authorized when it is necessary to reach the minimum of the higher grade. All actions must be approved by the Department Head and Human Resources Director.

Employees on the Revenue Sharing Pay Plan are not eligible for placement in a temporary assignment to a higher grade.

6. **Emergency Work Compensation: Handling of Compensation During M-NCPPC Declared Emergency Closings/Liberal Leave**

The M-NCPPC may utilize emergency closings of its facilities/operations and Liberal Leave status due to circumstances such as emergency weather conditions, unhealthy or dangerous work conditions, civil disturbances, or other critical concerns/crises. The nature of the incident and the extent of closings will determine the appropriate level of emergency status that is declared by M-NCPPC.

Declaration of M-NCPPC Emergency Closings and Liberal Leave Status

For serious inclement weather conditions, the agency generally follows the decisions of Montgomery and Prince George's County governments in announcing closings and Liberal Leave status.

- If the County Government announces an all-day closing, the M-NCPPC offices in that County region will be closed.
- Similarly, if Liberal Leave status is declared, employees working in that County may use their own accrued Leave or go on Leave-Without-Pay without prior supervisory approval.

Employees should refer to local broadcasts for information based on the County in which their office is physically located. At times, the M-NCPPC may announce modified decisions based on the severity of conditions affecting M-NCPPC facilities. In such cases, the employee's department will establish appropriate communication of the emergency status. For more detailed guidance on emergency procedures, please refer to *Notice 11-08, Preparation, Staffing and Compensation During Emergency Conditions*.

Designation of "Essential" Employees

Contract employees who are required to work in an emergency must be designated as "essential." These "essential" positions perform work needed for the continued operation of critical services and/or the reopening of closed facilities. "Essential" designations may be authorized by the Department Head or the Executive Director. "Essential" designations may be authorized on a "case by case" or a continuing basis for the period of the employee's contract.

"Essential" employees must report for scheduled work hours during Liberal Leave status and M-NCPPC emergency closings unless otherwise released by their supervisor, or on previously approved leave.

Section V.A.6 (Emergency Work Compensation: Handling of Compensation During M-NCPPC Declared Emergency Closings/Liberal Leave) (Continued)

a. Liberal Leave

Liberal Leave is declared to provide employees flexibility regarding reporting to work in inclement weather and other emergency conditions that do not require a closing of facilities. Liberal Leave allows employees, except those in positions designated as “essential”, to remain home from work or to leave work early during declared Liberal Leave status.

- 1) Term Contract employees may use their accrued generic leave to cover any scheduled hours in which the employee elected Liberal Leave.
- 2) Seasonal/Intermittent and Temporary employees may request Leave-Without-Pay for any scheduled hours in which they elected Liberal Leave.

b. Emergency Closings and Compensation for Required Work

In exceptional cases when a Contract employee has been designated “essential”, and is required to work during an emergency closing of his/her assigned facility/location, he/she shall be entitled to emergency pay as described in this section. Contract employees who are required to work in an emergency must be designated as “essential.”

In such emergencies, compensation will be based on the rate of pay for the position held at the time of the emergency. The description of the rates of compensation that a Contract employee may earn are described below.

i. Required Work During Local Area Emergency Closings

These emergencies may be declared when a Department Head authorizes a closure of a limited service or limited number of facilities within a department. Emergency closings that only affect a single facility, such as the Executive Office Building and/or departments with five (5) or less facilities, generally fall within a Local Area emergency.

In the event that a Local Area Emergency Closing is declared, an “essential” employee shall receive the following compensation during the emergency period:

- a) His/her regular assigned rate of pay for all regularly scheduled hours worked; and
- b) One and one-half (1½) times the assigned rate of pay for all hours worked that fall outside the employee’s regularly scheduled workday.

Employees who are released from scheduled work should refer to Subsection V.A.6.b.iii.c, *Release from Regularly Scheduled Duties During an Emergency Closing and Related Compensation*.

ii. Required Work During Area-Wide and General Emergencies

These emergencies may be declared due to catastrophic events and/or extensive nature of closings. A rate of two (2) times the employee’s assigned pay rate shall be paid for all hours worked during the following types of emergency closings:

Section V.A.6.b.ii (Required Work During Area-Wide and General Emergencies) (Continued)

- a) Area-Wide Emergency Closing is declared for closures of one or more departments within the agency. The Executive Director shall coordinate the declaration of area-wide emergencies after consultation with respective Planning Board Chair(s) for the affected area(s).
- b) General Emergencies are generally reserved for emergency closings of the M-NCPPC due to catastrophic conditions. Catastrophic conditions include, but are not limited to, unusually extreme weather, epidemics, and/or civil disturbances. General Emergencies are declared by the Executive Director with the approval of the two Planning Board Chairs.

Employees who are released from scheduled work should refer to Section V.A.6.b. iii.c, *Release from Regularly Scheduled Duties During an Emergency Closing and Related Compensation*.

iii. Emergency Work During M-NCPPC Holidays

- a) Term Employees: When a Term Contract employee is required to work during a declared emergency that falls on an M-NCPPC holiday, he/she shall be paid at the rate of two and one-half (2 ½) times their regular rate of pay for all hours worked on that day. This rate is in lieu of any holiday leave pay that would have been granted had the employee been released from duty.
- b) Seasonal/Intermittent and Temporary Employees: Employees who are required to work are eligible for compensation rates outlined in Subsection V.A.6.b.i, above, based on the type of emergency that is declared.

Compensation for Required Work During an M-NCPPC Declared Emergency	
Local Emergency Work	Local Emergency
<i>During Normally Scheduled Hours</i>	Regular hourly rate
<i>Outside Normally Scheduled Hours</i>	1.5x regular hourly rate
Area-wide Emergency Work	Area-wide Emergency
<i>During Normally Scheduled Hours</i>	2x regular hourly rate
<i>Outside Normally Scheduled Hours</i>	2x regular hourly rate
General Emergency Work	General Emergency
<i>During Normally Scheduled Hours</i>	2x regular hourly rate
<i>Outside Normally Scheduled Hours</i>	2x regular hourly rate
Emergency Work During Holidays	Seasonal/Intermittent and Temporary Employees are compensated at a rate based on the declared emergency status. Term Contract employees receive 2.5x regular hourly rate for all hours worked.

Section V.A.6 (Emergency Work Compensation: Handling of Compensation During M-NCPPC Declared Emergency Closings/Liberal Leave) (Continued)

c) **Release from Regularly Scheduled Duties During an Emergency Closing and Related Compensation**

The following provisions shall apply to employees who are released from regularly scheduled duty during a period of declared emergency.

- 1) Term Contract Employees who are released from duty shall receive Administrative Leave for all regularly scheduled work hours that could not be worked during the period of declared emergency.
- 2) Seasonal/Intermittent and Temporary Contract Employees are not compensated for time not worked.

B. Eligibility for Sick Leave for Seasonal/Intermittent and Temporary Employees

Sick Leave is paid leave granted to employees to care for the employee's own mental or physical illness, injury, or medical care; and for other reasons including:

1. To care for an ill or injured family member;
2. An employee's parental responsibilities; or
3. To obtain relief from domestic violence, sexual assault and stalking.

Seasonal/Intermittent and Temporary Contract employees may be eligible to receive sick leave consistent with the Maryland Healthy Working Families Act as follows:

1. Employees who work at least 24 hours in a bi-weekly pay period are eligible to earn up to 40 hours of paid sick leave in a calendar year.
2. Leave shall be earned on a pro-rata basis and in accordance with the number of hours worked in a week.
3. Leave cannot be used in the same pay period that it is earned.

Administrative Procedures 00-02, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment shall describe the reasons for which sick leave may be used, accrual rate of sick leave, and carryover of sick leave hours in excess of 40 hours. The policy shall also address the handling of any unused, accrued leave which remains at the termination of contract.

C. Leave and Benefits Limited to Term Contract Employees

In addition to benefits mandated by state/federal/local regulations and compensation provisions which apply to all Contract employee categories, Term Contract employees also are eligible for leave benefits and specific compensation areas listed below. Eligibility is based on the employee maintaining a work schedule as defined in the Term Contract employment category. (See: *Subsection III.A, Work Schedules/ Work Locations, Pay Periods, and Meal Periods*, above.)

Section V.C (Leave and Benefits Limited to Term Contract Employees) (Continued)

1. Leave Benefits

- a. Paid (Generic) Leave: Is leave which may be used for the following reasons, including but not limited to, vacations; to care for an illness or injury of the employee or the employee's family member/domestic partner; for medical, dental, or optical examinations for the employee or the employee's family member/domestic partner, to obtain relief from domestic violence, sexual assault and stalking; or parental responsibilities; or the employee's own personal reasons.

Up to two (2) workweeks (seventy-five [75] hours) of paid leave per annual contract period shall be granted to Term Contract employees. Leave shall be earned on a pro-rata basis and in accordance with the number of hours worked in a week. Leave cannot be used in the same pay period that it is earned.

Unused leave accumulated during a contract year may be transferred from one contract year to the next contract year. The amount transferred may not exceed seventy-five (75) hours.

Administrative Procedures 00-02, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment shall describe the reasons for which generic leave may be used, and carryover of sick leave hours in excess of the 75 hours. It shall also address the handling of unused, accrued leave balances which remain at the termination of contract.

- b. Paid Leave for Commission-Approved Holidays: Term Contract employees shall be entitled to paid holiday leave when released from duty for M-NCPPC-approved holidays. Holiday Leave will be granted at the rate of seven and one-half (7 ½) hours for Contract employees working at thirty-seven and one-half (37 ½) hours per week, and at the rate of five (5) hours for employees scheduled to work less than thirty-seven and one-half (37 ½) hours. Holiday Leave is granted, provided the Contract employee is in pay status for all scheduled hours before and after a holiday. See *Administrative Procedures 00-02, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment*, for implementation requirements.
- c. Administrative Leave: Administrative Leave is paid M-NCPPC leave that may be granted by the Executive Director or the Department Head to one or more Term employees without altering employees' accrued leave balances. Administrative Leave may be granted as authorized by the Department Head or the Executive Director.

2. Compensation for Work Required on a Commission-Approved Holiday

Term Contract employees shall receive holiday pay for all authorized hours worked on a Commission-approved holiday. Compensation shall be at a rate of two and one-half (2 ½) times the highest assigned rate paid during the pay period.

D. Health Benefits Coverage

The Commission has authorized medical benefits for Term Contract employees. Also, Seasonal/Intermittent Contract employees may be eligible for health benefits subject to the requirements of the Affordable Care Act (ACA) and minimum service hours.

Section V.D (Health Benefits Coverage) (Continued)

Election will be made at the time of execution or amendment of the employment Contract. If a Contract employee selects the benefit package, the Contract employee's costs will be paid through payroll deductions.

Administrative Procedures 00-02, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment, shall describe health benefits eligibility, enrollment requirements, and the handling of benefits at the termination of a Contract.

Section VI. Uniforms

Depending upon the assigned duties, the agency may furnish uniforms at no charge to Contract employees consistent with Commission policy and departmental directives. Supervisors shall notify employees of requirements on obtaining and maintaining uniforms. Charges may apply for items that are lost or damaged beyond reasonable wear.

As is the case with all M-NCPPC-issued property, uniforms must be returned to the employee's department upon termination of employment. (See: *Administrative Practice 2-15, Employee Use of M-NCPPC Property.*)

Section VII. Supervision

Contract employees may supervise Contract or Merit System employees. However, a Contract employee may be permitted to supervise a Merit System employee only with prior approval of the Department Head and the Executive Director.

Section VIII. Promotional Opportunity

Contract employees are eligible to apply for announced M-NCPPC vacancies through the Promotional Opportunity System.

Section IX. Termination of Contract

The contract automatically terminates at the end of the contract year unless renewed as described in *Section I, Contract Employment Categories, Contract Renewals, and Amendments*.

Employment contracts may be terminated prior to the end of the contract period without cause upon thirty (30) calendar days' notice by the department. An employee wishing to terminate employment before the contract expires should give at least ten (10) working days written notice to the supervisor.

Contract employees may be dismissed for cause without notice.

For terminations resulting from a Reduction-in-Force, a thirty (30) calendar days' notice shall be provided.

Administrative Procedures 00-02, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment, shall describe the continuation of health benefits coverage and handling of accrued leave upon termination of Contract status.

Section X. Discipline

The severity of any disciplinary measure shall be in keeping with the seriousness of the breach of policy. The Department Head shall consider progressive disciplinary measures, beginning with verbal counseling and proceeding to written reprimand, suspension, and dismissal.

If the breach of policy is severe, and/or the employee's actions cause a dangerous or unsafe environment, immediate remedial action by the Department Head, including suspension or dismissal, is authorized.

Section XI. Dispute Resolution

If a dispute arises during the duration of the contract over provisions of the contract, concerns related to employment discrimination, or other work-related issues, a Contract employee may file a complaint as described in the accompanying *Administrative Procedures 00-02, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment*.

RESPONSIBILITIES

The Department of Human Resources and Management is responsible for:

- Developing and maintaining standardized Contractual employment agreements which must have the concurrence of the General Counsel and Secretary-Treasurer.
- Furnishing Department Heads with the cost of health benefit options (employer and employee share), and updated pay and classification plans.
- Maintaining the Performance Evaluation System for Contract employees.
- Administering the Health Benefits Program and ensuring that benefits meet the requirements of the Affordable Care Act.
- Ensuring consistent understanding and application of this Practice and its accompanying Administrative Procedures, and any changes in Federal, State and local employment regulations.

Department Heads are responsible for ensuring that supervisors and managers comply with the provisions of this Practice and its Administrative Procedures.

Supervisors are responsible for:

- Establishing performance expectations and conducting performance evaluations.
- Monitoring hours worked to ensure they do not exceed the term of the employment contract.

Employees are responsible for:

- Reviewing and following the terms of their employment contract.
- Complying with this Practice and all other applicable M-NCPPC policies defining workplace responsibilities.

PROCEDURES

The Executive Director shall issue administrative procedures for implementation of this Practice. These procedures, which are issued as *Administrative Procedures 00-02, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment*, shall be used in conjunction with this Practice.

ADMINISTRATIVE PROCEDURES

Authorized by:

No. 00-02

Original issue: 05/2000

Last amended: 07/14/2020

Last reviewed: 07/14/2020

Asuntha Chiang-Smith
Asuntha Chiang-Smith, Executive Director

CONTRACT EMPLOYMENT: SEASONAL/INTERMITTENT, TEMPORARY, AND TERM EMPLOYMENT

AUTHORITY

Pursuant to Administrative Practice 2-16, these Administrative Procedures were initially issued by the Executive Director in May 2000. These Procedures were last amended by the Executive Director on July 14, 2020.

APPLICATION

These Procedures apply to employment actions pertaining to non-Merit employees as defined in Administrative Practice 2-16, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment.

BACKGROUND/PURPOSE

These Administrative Procedures have been issued to implement the Maryland-National Capital Park and Planning Commission’s (M-NCPPC) Administrative Practice 2-16, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment. Since their initial adoption, these Procedures have been amended as follows:

- August 2000: Clarified requirements pertaining to contract renewals and pay increases.
- October 15, 2003: Incorporated policy amendments from Administrative Practice 2-16 on compensation and revised definition of “Temporary” employment category.
- December 7, 2014: Incorporated M-NCPPC Resolution #14-07 that was adopted by the Commission to recognize the updated methodology for calculation of overtime that would be implemented with the updated Enterprise Resources Planning System. These updates were consistent with the Fair Labor Standards Act.
- November 18, 2015: Revised to add three new pay plans, clarify existing overtime policies, and recognize the agency’s compliance with all applicable federal/state/local laws with respect to employment, compensation, and other benefits.
- December 6, 2017: Revised to reflect changes in employment regulations and provide clearer standards in areas such as classification/compensation, eligibility for leave and benefits, reduction in force, work furloughs, and dispute resolution. Portions of the Procedures have been re-organized and consolidated with the governing policy, Administrative Practice 2-16, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment.
- February 11, 2018: Changes made to incorporate paid sick leave for Seasonal/Intermittent and Temporary employees and provisions for permissible use of leave consistent with the Maryland Healthy Working Families Act.
- July 14, 2020: Amendments made to reflect the Commission’s adoption of the Maryland Organ Donation Leave Act (Prohibition on Discrimination by Insurer and Unpaid Leave).

REFERENCES

- M-NCPPC Administrative Practice 2-16, Contract Employment: Seasonal/Intermittent, Temporary, and Term Employment.
- M-NCPPC Administrative Practice 2-26, Controlled Substance and Alcohol-Free Workplace.
- M-NCPPC Administrative Practice 2-17, (Work Furloughs and Temporary Pay Reduction Plans).
- M-NCPPC Administrative Practice 2-28, Composition, Privacy, and Disposition of Employment Records.
- Consolidated Omnibus Budget and Reconciliation Act (COBRA) of 1985.
- Maryland Healthy Working Families Act of 2018.
- Maryland Organ Donation Leave Act of 2019 (Prohibition on Discrimination by Insurer and Unpaid Leave).

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I. ADMINISTRATION OF POLICY/DELGATION OF AUTHORITY

All employment decisions pertaining to Contract employees shall comply with the umbrella policy established in *Administrative Practice 2-16, Contract Employees: Seasonal/Intermittent, Temporary, and Term Employment*, these accompanying Administrative Procedures, applicable federal/state/local employment regulations, and relevant agency policies pertaining to work place conduct.

Department Heads are responsible for ensuring consistent implementation of contract employment standards and ensuring employees are treated in a fair and equitable manner. A Department Head may delegate their authority to implement policies outlined in these Administrative Procedures except for those provisions related to:

- Disciplinary actions;
- Grievance resolution consistent with Department Head responsibilities outlined under Section XII, Dispute Resolution; and
- The hiring of a Term Contract employee or the approval of contract extensions for Term Contract employees.

A Department Head's delegation of authority and withdrawal of delegated authority shall be in writing. A Department Head may withdraw or change his/her delegation of authority at any time.

The Human Resources Director may delegate authority and designate representatives in the Human Resources Division to implement his/her duties and responsibilities as outlined in these Administrative Procedures.

II. RECRUITMENT AND SELECTION

A. Recruitment

1. The Department Head determines the need for hiring contract employees.
2. Subject to subsection B, below, contract positions may be filled through a competitive or non-competitive hiring process. A Department Head may recommend a candidate for employment, or use the M-NCPPC agency-wide recruitment process to attract applicants. The Recruitment and Selection Services Office within the Department of Human Resources and Management (DHRM) may be consulted by the operating department if the department would like to utilize the competitive recruitment and hiring process.
3. The department and the Recruitment and Selection Services Office within the DHRM may utilize various recruiting and advertising methods and resources to fill the vacancy, including a review of current eligibility lists.
4. All candidates are required to complete the M-NCPPC's "Employment Application" and meet the minimum eligibility qualifications for the position before employment.

Section II.A (Recruitment) (Continued)

5. Employees who have retired from the agency, and who are receiving a service retirement allowance from the M-NCPPC Employees' Retirement System, are not eligible to be hired as Contract employees.

B. Position Qualifications and Selection of Candidates

1. Consistent with Administrative Practice 2-16, candidate(s) for consideration must meet the required minimum qualifications of his/her position. Eligibility shall be determined as identified below by the relevant Pay Plan:
 - Positions assigned to the **Seasonal/Intermittent Classification Pay Plan, Tennis Instructor Pay Plan or the Aquatics Seasonal/Intermittent Pay Plan**: Eligibility of candidates who have applied to these positions may be determined by the operating departments.
 - Positions assigned to the **Revenue Sharing Pay Plan and Specialty Services Pay Plan**: Eligibility of candidates who have applied to these positions may be determined by the operating departments with approval from the Human Resources Director.
 - Positions assigned to the **General Service Classification Pay Plan**: Eligibility of candidates who have applied to these positions must be determined by the Recruitment and Selection Services Office within the DHRM.
3. The selection of candidates for hire is conducted by the operating department. The operating department may request the assistance of the Recruitment and Selection Services Office within the DHRM.
4. Hiring decisions must be approved by the Department Head and the Human Resources Director before employment begins.

The selected employee must be able to perform the essential duties and responsibilities of the position, with or without reasonable accommodation.

Expected position duties and responsibilities will be consistent with the classifications that fall within the established pay plans referenced in Practice 2-16. The Human Resources Division within the DHRM should be consulted for advice and assistance on the classification of positions for Contract employees.

5. Candidates for appointment may be required to successfully pass pre-employment reviews before the hiring decision is finalized (see: Section II.C, "Applicant Screening/Background Checks", below).

Section II (Recruitment and Selection) (Continued)

C. Applicant Screening/Background Checks

1. All hiring decisions shall comply with:
 - a. Federal/state equal employment opportunity requirements communicated in Administrative Practice 2-16.
 - b. Nepotism provisions outlined in Administrative Practice 2-16.
 - c. Maryland state regulations, including minimum age standards for permissible employment. The minimum age for employment with M-NCPPC is dependent on the duties and responsibilities that must be carried out by the assigned position. In all cases, no individual under the age of 14 may be employed by the Agency. The State of Maryland defines minors as any individual ages 14 to 17 years old.
2. Candidates for consideration shall undergo any required reviews, including skills assessments. After a preliminary offer of employment has been extended to the selected candidate, he/she must:
 - Pass any medical examination required of the position by M-NCPPC's designated medical provider (a licensed physician);
 - Successfully pass reference reviews; and
 - Meet requirements of background checks. Periodic background checks may also be required after hire as determined by the Human Resources Director.
3. All pre-employment testing and post-offer examinations must be completed and passed satisfactorily by the candidate for hire before reporting for duty.

The selected applicant will be notified by the department of the conditions of employment that must be met during the screening process.
4. The department is responsible for ensuring that all new contract employees complete and sign applicable employment documents, including, but not limited to:
 - a. The "Contractual Employment Personnel Action Form" which includes the department code, pay rate, work schedule, and effective date of hire. The effective date of hire includes any period of training required by the M-NCPPC, or the first day of reporting, whichever comes first.
 - b. Federal Employment Eligibility Verification Form (Form I-9). Employees must provide documents to certify both identity and employment eligibility.
 - c. Federal and State Tax Forms

Section II.C (Applicant Screening/Background Checks) (Continued)

- d. Designation of Beneficiary Form
 - e. Employment Application
 - f. Required work permits/documentation for minors ages 14 to 17
 - g. Completion of outside employment and non-Commission business disclosures consistent with M-NCPPC Administrative Practice 2-14, *Non-Commission Employment and Non-Commission Business*
 - h. Authorization for periodic background check
6. All supporting documents shall be signed by the employee, the employee's supervisor, and the respective Department Head.
7. All signed documents pertaining to employment requirements (see: Item 4, immediately above), benefits, taxes, etc., must be forwarded to the Human Resources Division within the DHRM where they are to be finalized in completing the internal hiring process.

III. **EMPLOYMENT AND MULTIPLE POSITIONS**

An individual may be employed into one the following contract employment categories: Seasonal/Intermittent, Term, or Temporary. A contract employee may not be employed under more than one contract category during any one contract period.

However, a contract employee may be employed into multiple positions as long as the positions fall under the same contract category designation, which may be either the Seasonal/Intermittent or Temporary category. The employee may be permitted to hold up to five (5) separate positions under the same contract category. Regardless of the number of positions held, all of the following requirements must be met:

- A. The employee's assigned duties must comply with the terms and conditions of the contract employment category.
- B. The total scheduled hours of all positions must comply with the terms and conditions of the contract employment category. These positions may vary as to the number of scheduled hours required and pay rates, but may not exceed the maximum number of hours that can be worked in that contract category. All scheduled hours shall be calculated from the employee's initial date of hire (month/day) on their primary contract.
- C. The individual cannot simultaneously hold positions that are classified as "exempt" and "non-exempt", as defined by the federal Fair Labor Standards Act, for purposes of mandating overtime payment.

SECTION III (Employment and Multiple Positions) (Continued)

- D. Employees must be provided separate contracts for each position that they hold. Changes during an existing contract period are recognized through contract amendments.
- E. The supervisor is required to submit a “Contractual Employment Personnel Action Form” reflecting any change(s) in position.
- F. All contract amendments must be approved by the Department Head and the Human Resources Director.

IV. IMPLEMENTATION OF PAY ADJUSTMENTS AND EMERGENCY PAY

Administrative Practice 2-16 outlines pay adjustments for anniversary pay increments, increases due to promotion, and temporary assignments to a higher grade. The following provisions describe the implementation of specific compensation adjustments authorized by the Commission in Administrative Practice 2-16.

A pay increase is not automatic. Any increase must be approved by the employee’s Department Head and the Human Resources Director. All adjusted pay must remain in the employee’s assigned position level.

A. Performance Evaluation Adjustments for Seasonal/Intermittent and Term Employees

In order to be considered for an anniversary increment, a performance evaluation must be completed for the employee. Performance evaluations of Contract employees are conducted by using the “Performance Evaluation System for Contract Employees” and the “Performance Evaluation Rating Form.” Contract employees must be evaluated at the end of the contract period by the supervisor to establish and record performance levels. (See: Section XI, “Performance Evaluation System”, below.)

Eligibility for Pay Increase: Consistent with Administrative Practice 2-16, only Seasonal/Intermittent and Term Contract employees who are assigned to positions in the following Pay Plans/Schedules are eligible for a pay increase:

- General Service Classification Pay Plan,
- The Seasonal/Intermittent Classification Pay Plan,
- Tennis Instructor Pay Schedule, or
- Specialty Services Pay Schedule.

These Pay Plans/Schedules are eligible for a pay increase of at the end of their contract year, if the Contract employee receives an overall satisfactory performance evaluation rating and meets any additional requirements detailed in the following paragraph.

To be eligible for a pay increase, the Seasonal/Intermittent Contract employee assigned to a position on the Seasonal/Intermittent Classification Pay Plan, Tennis Instructor Pay Schedule, or Specialty Services Pay Schedule

Section IV.A (Performance Evaluation Adjustments for Seasonal/Intermittent and Term Employees) (continued)

must have received an overall satisfactory performance evaluation and must have worked at least one hundred (100) hours during the previous twelve (12) months for each position (or in the case of an instructor, three [3] consecutive class sessions within one year). If the one hundred (100) hours or three (3) consecutive class sessions are not completed in one year, the hours may be accumulated in the succeeding years if the Contract employee is re-employed in the immediate succeeding year.

B. Specific Pay Adjustments Rules Pertaining to Certain Seasonal/Intermittent Positions

1. A Seasonal/Intermittent Contract employee assigned to the Seasonal/Intermittent Aquatic Plan is not eligible for an anniversary pay adjustment. A pay adjustment may be granted upon rehire if the employee has received an overall “satisfactory” performance evaluation. The pay adjustment must be within the position’s assigned level and based upon applicable experience.
2. Contract employees assigned to the Revenue Sharing Pay Plan are not eligible for anniversary pay increases.
3. With the exception of anniversary increases, a Seasonal/Intermittent Contract employee may not be granted pay increases at rehire unless the employee’s job duties have changed to result in a higher grade. This restriction shall apply to any employment occurring within sixty (60) calendar days of termination of the former contract. In exceptional cases, this requirement may be waived by the Human Resources Director upon sufficient written justification from the Department Head.

C. Pay Adjustments upon Re-employment of Temporary Contract Employees

Temporary employees are not eligible for an anniversary pay increase. However, a Temporary Contract employee may be eligible for a pay adjustment if re-employed under a new Temporary contract after ninety (90) calendar days have elapsed since the end of the previous contract. The adjusted pay must be within the position’s assigned level and this pay must reflect the employee’s applicable experience. The adjustment may be granted upon the approval of the new Temporary employment contract.

D. Reassignment, Promotion, Change to Lower Grade Level, and Temporary Assignment to a Higher Grade (All Contract Categories)

All personnel actions are initiated and approved by the Department Head with the approval of the Human Resources Director. Contract employees must meet eligibility qualifications for all of the above personnel actions, and requests must be reviewed and approved by the Human Resources Director.

E. Compensation During M-NCPPC Declared Emergency Closings and Liberal Leave

The M-NCPPC may utilize emergency closings of its facilities/operations and liberal leave status due to conditions such as emergency weather situations, unhealthy or dangerous work conditions, civil disturbances, or other critical concerns/crises. The nature of the incident and the extent of closing(s) will determine the appropriate level of emergency status that is declared by M-NCPPC. Compensation shall comply with policy as outlined in Administrative Practice 2-16.

V. DEDUCTIONS FROM PAY AND OVERPAYMENTS

A. Deductions from Pay

Regular deductions from pay will be made for those required by law, those approved by the M-NCPPC (as well as any other deductions authorized by the employee), and those for indebtedness or salary garnishments.

B. Overpayments

The M-NCPPC must ensure compliance with the standards of public accountability, as governmental agencies have a responsibility to taxpayers to collect any and all overpayments.

Whenever it is determined by the M-NCPPC that an employee has received an overpayment in compensation, the Human Resources Division within the DHRM shall provide the employee with the facts and circumstances of the overpayment. The employee shall have ten (10) work days to respond to the notice of overpayment. The M-NCPPC will evaluate any response provided by the employee and take appropriate action. In the event that the M-NCPPC confirms that an overpayment has occurred, or is occurring, an immediate salary adjustment shall be made to correct the record. The employee will be provided a final written notice of the overpayment and options for repayment.

If an employee becomes indebted to the M-NCPPC, the amount owed may be deducted or offset from any wage or other compensation due to the employee during employment, or other compensation due after separation of employment, and/or may otherwise be collected by the agency.

VI. BENEFITS/LEAVE

A. Benefits/Leave that May Apply to All Contractual Employees

1. FICA (Social Security and Medicare)

- a. All Contract employees will have contributions to FICA (Federal Insurance Contributions Act) deducted through payroll deduction.
- b. The M-NCPPC contributes the required amount to the employee's account.

2. Unemployment Compensation

Contract employees may be eligible to receive unemployment compensation. Supervisors should tell affected employees to contact the State unemployment office for information to determine eligibility for unemployment compensation upon loss of M-NCPPC employment.

3. Workers' Compensation

Seasonal/Intermittent/Term/Temporary Contract employees are eligible for coverage as provided under the Maryland Workers' Compensation Act for injuries or illnesses sustained directly in their performance of authorized M-NCPPC work.

Section VI.A.3 (Workers' Compensation) (continued)

Oversight of the M-NCPPC Workers' Compensation Program rests with the agency's Risk Management and Safety Office. All work-related injuries/illnesses are reviewed by an external Workers Compensation Administrator for workers' compensation benefits.

Risk Management and Safety Office
6611 Kenilworth Ave., Suite 402
Riverdale, MD 20737
301-454-1692/301-454-1693

Corvel (Third Party Administrator)
1-800-234-5003

- a. The following provisions shall be followed in the event of a work-related injury/illness.

The injured employee is responsible for:

- i. Reporting the work-related injury/illness to his/her supervisor within twenty-four (24) hours of the accident or incident. The supervisor will follow steps outlined below for treatment and reporting of the injury or illness.
- ii. Submitting medical documentation/certification as requested by the M-NCPPC to support any claim for workers' compensation benefits and for any absence from work.

The Supervisor/Management is responsible for:

- i. Allowing the Employee to Obtain Medical Treatment

Should the employee request or need medical treatment, the employee may be evaluated by the agency's occupational medical provider, the employee's own doctor, or the closest emergency medical center.

The occupational medical provider is available for initial treatment of a work-related injury. The occupational medical provider is Concentra, which may be accessed at :

Concentra Gaithersburg
803 Russell Avenue
Gaithersburg, MD 20879
301-869-0700

Concentra Beltsville
10454 Baltimore AVE
Beltsville, MD 20705
301-441-3355

Additional information for the agency's medical provider may be obtained from the Agency's Risk Management and Safety Office at 301-454-1692/93 or through the M-NCPPC's intranet website (inSite) by clicking the 'Our People' Tab at the top and selecting the Risk Management and Safety link.

- ii. Supervisor Must File an Employer's First Report of Injury to Report Claim

No later than 24 hours of notification of the injury/illness, the supervisor or designee must file an Employer's First Report of Injury by calling the M-NCPPC's third-party workers' compensation

Section VI.A.3 (Workers' Compensation) (continued)

reporting service, Corvel, at 1-888-606-2562. **The employee cannot file this report.** The First Report of Injury is filed by telephone and requires supervisors to provide information related to the employee's position and to the claim of injury. The Workers' Compensation Reporting Guide assists supervisors in filing the report. The Guide is available through the agency's Risk Management and Safety Office (301-454-1692/93) and on the agency's Intranet website, under Risk Management.

iii. Ensuring Timely Post-Accident Controlled Substance/Alcohol Testing

All Contract employees are subject to post-accident drug/alcohol testing pursuant to M-NCPPC Administrative Practice 2-26, Controlled Substance and Alcohol-Free Workplace. Consistent with Administrative Practice 2-26, supervisors must contact the Risk Management and Safety Office/DHRM immediately following notification of an accident, so testing can be coordinated within the testing parameters.

b. **Notification of Workers' Compensation Claim Decisions:**

When an injury/illness is determined compensable for workers' compensation coverage, benefits may be provided for lost time from scheduled work that could not be performed and for expenses related to medical treatment. The determination of compensability is based on Maryland Workers' Compensation laws and is issued by the Workers' Compensation Administrator, Corvel.

The Risk Management and Safety Office/DHRM shall notify supervisors of compensability decisions and assist the supervisor in determination of the appropriate handling of leave status.

c. **Handling of Absences for Workers' Compensation Injuries/Illness:**

Lost time from scheduled work, which is related to an approved workers' compensation injury/illness, may be eligible for compensation in accordance with Maryland Workers' Compensation law. Payment for compensable lost time is handled as follows:

- i. When lost time from scheduled work is determined compensable, compensation will be based on State-mandated levels and payment will be issued directly from the Workers' Compensation Administrator to the employee.
- ii. Contract employees shall be placed on leave-without-pay for any scheduled hours which cannot be worked due to a compensable workers' compensation injury/illness. However, a Contract employee may be permitted to use his/her accrued generic or sick leave to offset any lost time which is not otherwise compensable under State benefits. Such determination will be made in consultation with the Risk Manager at 301-454-1692/3.
- iii. M-NCPPC-paid disability leave is not available to Contract employees.
- iv. All absences shall be counted toward any Family and Medical Leave Act (FMLA) status for which the employee may qualify. The supervisor shall code the employees time card to reflect Family And Medical Leave in consultation with Risk Management Office.

Section VI.A.3. (Workers' Compensation) (continued)

- d. **Return to Work:** When an injured or ill employee returns to work, he/she must provide medical certification from a physician indicating the date the employee can return to work and any restrictions on regular work duties. The agency's Risk Management and Safety Office shall coordinate the employee's return to work with the Health and Benefits Office. This process will be implemented upon receipt of the medical certification to return to work.

4. Family and Medical Leave Act (FMLA)

- a. All Contract employees are eligible for Family Medical Leave Act benefits, subject to meeting the following minimum service and work-hour requirements:
 - Twelve (12) months service, not necessarily consecutive; and
 - 1,250 hours worked during the year preceding the start of the leave.
- b. Approved leave will be designated as Family Medical Leave Act leave, for record keeping purposes.
 - A Term Contract employee can apply their accumulated generic leave to offset the unpaid Family Medical Leave Act leave.
 - A Seasonal/Intermittent or Temporary Contract employee can apply their accumulated sick leave to offset the unpaid Family Medical Leave Act leave.

When the Contract employee has exhausted available paid leave, the remainder of the Family Medical Leave Act leave can be taken without pay.

- c. **In accordance with the Family and Medical Leave Act, a Contract employee may be eligible for:**
 - i. A maximum of twelve (12) workweeks of unpaid leave in a rolling 12-month period for the Family Medical Leave Act qualifying events such as: parental responsibilities including birth, adoption, or foster care of a child of the employee up to the age of eighteen (18), older if disabled; care of a seriously ill or injured dependent; or, care of the employee's own serious illness or injury.

Section VI.A.4.c. (Family and Medical Leave Act) (continued)

- ii. Unpaid leave consistent with the National Defense Authorization Act amendments to the Family Medical Leave Act:
 - A maximum of twelve (12) work weeks in a rolling 12-month period of unpaid leave for a qualifying military exigency arising from the spouse, son, daughter or parent of the employee being on active duty (or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation).
 - Up to 26 weeks of unpaid leave in a rolling 12-month period for an eligible employee who is the spouse, son, daughter, parent, or next of kin of a service member to provide care for them.
- d. Limitations exist on total leave which can be granted. These totals apply even when Family Medical Leave Act (FMLA) is used for more than one qualified event during the rolling 12-month period. Additionally, spouses who both work for the agency are entitled to share the combined total leave available under the Act. For example, in the event of a qualified adoption, the eligible employees would receive a shared total of 12 weeks of FMLA leave status.
- e. A Contract employee will maintain his/her contract status while in approved Family Medical Leave Act leave status with the agency.
- f. The specific requirements and qualifications for Family Medical Leave Act benefits are outlined in the agency's Family Medical Leave Program, which is administered by the Health and Benefits Office/DHRM.
- g. Maryland Organ Donation Leave Act leave (as described in Section 5 below) does not count against an employee's Family and Medical Leave Act leave entitlement.

5. Maryland Organ Donation Leave Act

In accordance with the Maryland Organ Donation Leave Act (Prohibition on Discrimination by Insurer and Unpaid Leave), eligible employees may request a leave of absence to make organ or bone marrow donations to another individual. The Act allows employees to take up to:

- i. 60 days (480 hours) of unpaid leave (in a twelve-month period) to serve as an organ donor, and
- ii. 30 days (240 hours) of unpaid leave (in a twelve-month period) to serve as a bone marrow donor

A "rolling" twelve (12) month period is used to determine eligibility for available Maryland Organ Donation Leave Act leave. More specifically, the twelve (12) months are measured backward from the date of the employee's most recent Maryland Organ Donation Leave Act leave request.

Section VI.A.5 (Maryland Organ Donation Leave Act) (continued)

Each time an employee requests Maryland Organ Donation Leave Act leave, the request is considered for the balance of the 60 or 30 day leave entitlement that was not used during the immediately preceding twelve (12) months.

a. Eligible Employees

Leave under the Maryland Organ Donation Leave Act is available to all employees who have met the following minimum service and work hour requirements:

- i. Twelve (12) months of employment service with the agency, not necessarily consecutive; and
- ii. Twelve hundred and fifty (1,250) hours worked during the twelve (12) month period immediately preceding the start of the leave.

b. Maryland Organ Donation Leave Act leave is in addition to leave offered under the Family Medical Leave Act (FMLA). Therefore, such leave is not counted against an employee's FMLA leave entitlement.

c. Any part of unpaid leave under the Maryland Organ Donation Leave Act may be substituted with paid leave, as governed Section VI.D.1 (Generic Leave for Term Contract Employees); and Section VI.B (Sick Leave for Seasonal/Intermittent Employees and Temporary Contract Employees). Approved leave will also be designated as Maryland Organ Donation Leave Act leave, for recordkeeping purposes.

d. A Contract employee will maintain his/her contract status while using approved Maryland Organ Donation Leave Act leave with the agency.

e. Any period of time during which a Contract employee takes Organ or Bone Marrow Donation Leave is not continued a break in service for the purpose of the employee's accrual of sick or generic leave.

6. Leave-Without-Pay

Leave- without-pay is an unpaid leave status that is used to excuse an employee specifically from scheduled work hours. Leave-without-pay may be authorized when certain conditions are met. Placement in any period of absence, including leave-without-pay, may not extend the employee's established contract period as defined by Administrative Practice 2-16.

Leave-without-pay status is not intended for routine absences but is instead reserved for exceptional cases subject to following:

a. Granting of Leave-Without-Pay: Leave-without-pay may be granted to any Contract employee for the following reasons:

- Reasons under the Family and Medical Leave Act. For information on the M-NCPPC's Family and Medical Leave Program, see Section VI.A.4, "Family and Medical Leave Act (FMLA)."

Section VI.A.6 (Leave-Without-Pay) (continued)

- Work furloughs authorized by the Commission. Pursuant to Administrative Practice 2-17, (Work Furloughs and Temporary Pay Reduction Plans), Contract employees shall also be placed in approved leave-without-pay status in the event that the Commission enacts a work furlough.
 - Worker's compensation (see section VI.A. 3, "Workers' Compensation" for additional details).
 - Absences from scheduled work hours when applicable leave balances are insufficient to maintain minimum work hours.
 - Maryland Organ Donation Leave Act leave (see Section VI.A. 5, "Maryland Organ Donation Leave Act").
 - Any other reasons applicable under Federal or State law.
- b. Authorization of Leave-Without-Pay: All grants of leave-without-pay require approval of the Department Head and the Human Resources Director. Leave-without-pay which exceeds ten (10) consecutive work days within two (2) pay periods requires approval by the Department Head and written authorization from the Human Resources Director.

Leave may be granted for up to sixty (60) work days (480 hours), unless longer periods of absence are permitted, as required for reasons related to the agency's Workers' Compensation Program or as required by federal/state/local regulations.

- c. Continuation of Health Care: During the period of leave-without-pay, the Contract employee is responsible for payment of his/her portion of any health insurance costs in which he/she is enrolled.
- d. Prior Use of Paid Leave Balances by Contract Employees:
- Sick Leave for Seasonal/Intermittent and Temporary Employees: Prior to requesting leave-without-pay for reasons covered by sick leave, a Seasonal/Intermittent and Temporary Contract employee must exhaust all of his/her accrued sick leave balance, except when requesting leave-without-pay under the Maryland Organ Donation Leave Act (see Section VI.A.5 (Maryland Organ Donation Leave Act)).
 - Generic Paid Leave for Term Contract employees: Prior to requesting leave-without-pay for reasons covered by generic leave, a Term Contract employee must have exhausted all of his/her accrued generic paid balance leave, except when requesting leave-without-pay for:
 - Up to 60 days (480 hours) to donate an organ or up to 30 days (240 hours) to donate bone marrow, pursuant to the Maryland Organ Donation Leave Act,
 - Reasons related to Family Medical Leave Act,
 - Workers' compensation, and/or
 - Designated Work Furloughs.

Section VI.A.6 (Leave-Without-Pay) (continued)

e. Limitations on Accrual of Paid Leave While on Leave Without Pay

Except when in an approved leave-without-pay status for up to 60 days (480 hours) to donate an organ or up to 30 days (240 hours) to donate bone marrow, pursuant to the Maryland Organ Donation Leave Act:

- Term Contract employees shall not earn generic leave, and
- Seasonal/Intermittent and Temporary Contract employees shall not earn sick leave.

f. Required Documentation: The employee must provide a written request for the leave-without-pay absence, including the reason for the absence, and the expected date of return. Medical documentation from a medical provider may be required for leave requests that are based on medical need.

g. Upon Approval of Leave-Without Pay: The employee is placed in a leave-without-pay status to ensure that he/she may retain any selected health benefits.

The Department Head will ensure that the Contract employee continues to meet the required conditions for contract employment. A Contract employee will not lose contract status if on approved leave-without-pay status.

h. Tracking of Leave-Without-Pay Hours: Hours will be tracked on the M-NCPPC Enterprise Resource Planning (Human Capital Management) tool. The operating department is responsible for monitoring leave-without-pay hours and ensuring that all leave-without-pay requests comply with the limitations set forth in this policy.

7. Direct Deposit

Contract employees are eligible to participate in direct deposit. The Department of Finance shall communicate rules and process for direct deposit. Questions should be directed to the Department of Finance, Payroll Office at 301-454-1568 or payroll@mncppc.org.

8. Sick Absences

Contract employees may request to take leave for reasons related to illness, injury, or matters which fall under sick absences. These reasons are explained under item 8(b), below.

a. Leave categories which may be applied to sick absences:

- Term employees may request to use their generic leave, outlined in Section IV.D.1.
- Seasonal/Intermittent and Temporary employees may request to use paid sick leave consisted with Section item 8(b), below .
- All Contract employees may request to use leave-without-pay for reasons outlined in item 8(b), below.

Section VI.A.8 (Sick Absences) (continued)

b. Reasons which fall under sick absences:

- 1) To care for or treat a mental or physical illness, injury, condition, or a non-work-related disability, which incapacitates and prevents an employee from performing the duties and responsibilities of his/her assigned position.
- 2) To obtain medical, dental or optical examinations and treatments.
- 3) Quarantine.
- 4) To assist a family member in the care of treatment of a mental or physical illness, injury, condition, or disability (including quarantine); or, to obtain medical care including, but not limited to, medical, dental or optical examinations and treatments. For purposes of sick leave, "family member" is defined as:
 - An employee's spouse;
 - An employee's (biological/adopted/foster) parent or stepparent;
 - An employee's (biological/adopted/foster) child or stepchild;
 - A child for whom the employee has legal or physical custody or guardianship;
 - A child for whom the employee stands in loco parentis (in place of the child's parent) regardless of age;
 - An employee's (biological/adopted/foster) grandchild or step-grandchild;
 - An employee's legal guardian;
 - An individual who acted as a parent or stood in loco parentis to the employee or the employee's spouse when the employee or the employee's spouse was a minor;
 - An employee's (biological/adopted/foster) grandparent or step-grandparent;
 - An employee's (biological/adopted/foster) sibling or stepsibling; or
 - A domestic partner (an individual who meets the qualifications of the M-NCPPC's Health and Benefits Program).
- 5) For parental responsibilities including the birth or care of a newborn, adopted, or foster child.

Section VI.A.8 (Sick Absences) (continued)

6) To address instances of domestic violence, sexual assault, or stalking committed against the employee, or to assist in such matters affecting his/her family member or domestic partner. Sick leave may be requested for:

- Medical or mental health attention.
- Services from a victim services organization.
- Legal services or proceedings.
- Relocation due to the domestic violence, sexual assault, or stalking.

B. Sick Leave Earned by Seasonal/Intermittent and Temporary Contract Employees

Consistent with Practice 2-16, Seasonal/Intermittent and Temporary Contract employees are eligible to earn paid sick leave for the reasons outlined in Subsection VI.A.8.b, Reasons for Which Sick Leave May Be Used, above.

1. Earning Sick Leave/Accrual Rates

Seasonal/Intermittent and Temporary Contract employees who work at least 24 hours per bi-weekly pay period are eligible to earn leave. These employees:

- a. Shall accrue .0333 hours of sick leave for each regular hour worked up to 40 hours/week. Hours over 40 hours in a work week are considered overtime and are not used toward the leave accrual calculations. (For example, if a Seasonal/Intermittent or Temporary Contract employee works 50 hours in Week 1 and 40 hours in Week 2, the employee will earn 2.66 hours of leave. $80 \text{ hours} \times .033 \text{ accrual rate} = 2.66 \text{ hours earned sick leave}$).
- b. May earn up to forty (40) hours of sick leave each calendar year, accrued pro rata.

Leave balance will show on the stub of the employee's paycheck.

2. Requesting Use of Sick Leave

- a. Sick leave may be used to take off from scheduled work.
 - Leave may be requested in a minimum of half-hour (30-minute) increments to take time off from scheduled work hours.
 - Employees should place requests in writing and provide ample notice when the need is foreseeable (e.g., doctor's appointments). This allows supervisors to make necessary arrangements to cover the work program during the employee's absence.
 - Supervisors may request reasonable supporting documentation to validate or support requests for the use of sick leave. (See: Subsections VI.B.2.b and c, below.)

Section VI.B.2 (Requesting Use of Sick Leave) (continued)

- b. Medical Certification for Illness, Injury or Medical Examination/Treatment:
Departments may require an employee to submit documentation from a licensed medical provider to validate or support any leave used for purposes of illness, injury or medical examination/treatment. Employees may be required to present a certificate from a licensed medical provider when there is an unexplained pattern of leave or leave qualifies under the Family Medical Leave Act.
- c. Handling of Leave Requests for Instances of Domestic Violence, Sexual Assault, or Stalking:
Discretion and sensitivity should be used in the handling of these leave requests. Review of such requests shall be conducted in coordination with the Employee and Labor Relations Office within the Department of Human Resources and Management, for guidance on the appropriate handling and approval.

Employees may also contact the Employee and Labor Relations Office directly to assist with the appropriate handling and review of these leave requests.

3. **Limits on the Carry-over and Accumulation of Sick Leave Accumulation**

- a. At the end of the calendar year, employees may carry-over up to 40 hours of any unused sick leave balance to the next calendar year.
- b. Sick leave balance may not exceed eighty (80) hours at any time.
- c. If the employee's contract terminates and is renewed within one calendar year from the date of separation, the employee's sick leave balance will roll over into the new contract.

4. **Disposition of Sick Leave Upon Separation from Employment**

Unused sick leave is not paid upon termination from employment.

5. **Reinstatement of Sick Leave Balances Upon Rehire or Re-Employment**

- a. A Seasonal/Intermittent or Temporary Contract employee whose contract terminates and who is rehired into a new Seasonal/Intermittent or Temporary Contract position within two hundred and fifty-nine (259) calendar days from the date of separation from employment shall have reinstated his/her prior sick leave balance, up to a maximum of eighty (80) hours.
- b. In the event a Seasonal/Intermittent or Temporary employee is hired into a Term position within two hundred and fifty-nine (259) calendar days from the date of separation from employment, the employee's unused sick leave balance, up to a maximum of eighty (80) hours, will be credited to the Term employee and tracked in a separate leave account (titled, sick leave). As a Term employee the individual will only earn paid generic leave but may request leave from the reinstated sick leave balance, or earned generic leave balance.

Section VI.B.5 (Reinstatement of Sick Leave Balances Upon Rehire or Re-Employment) (continued)

- c. An employee, who leaves a Merit System position and is hired into any contract category within two hundred and fifty-nine (259) calendar days from the date of separation from employment, may have reinstated his/her prior sick leave balance, up to a maximum of 80 hours. Tracking of sick leave for a Term employee shall be handled consistent with Subsection VI.B.5.b, immediately above.

6. Payment of Used Sick Leave When Holding Multiple Positions

In the event that a Seasonal/Intermittent employee holds multiple contract positions, the rate of pay for hours in paid sick leave status will be based on the position in which the sick leave is taken.

C. Medical Health Insurance and Continuation of Medical Coverage for Seasonal/Intermittent Employees and Term Contract Employees

Benefit programs for Term Contract and Seasonal/Intermittent Contract employees will be reviewed and evaluated from time to time, as the M-NCPPC deems appropriate and as required by federal/state law.

1. Eligibility

Term Contract employees and eligible and Seasonal/Intermittent Contract employees may select from applicable group health insurance plans for which the M-NCPPC may share in the cost. The M-NCPPC shall determine which plans it makes available to Contract employees. The agency pays a portion of the health insurance premium costs for selected plans. The employee's portion of the selected plans is paid through payroll deductions. The Human Resources Division within the DHRM is responsible for communicating information on available benefits programs.

The employee's department is responsible for ensuring that the Contract employee contacts the Health and Benefits Office/DHRM for specific information on available health plans and cost sharing, and attends new hire orientation to obtain benefits information. Plan election must be made by the employee during the eligibility period designated by the M-NCPPC or within 45 days of a qualifying life event, as communicated by the Health and Benefits Office/DHRM.

- a. Term Employees: All employees hired into the Term contract category are eligible for available health insurance.
- b. Seasonal/Intermittent Employees: May be eligible for medical health benefits based on meeting the following two conditions:
 - Affordable Care Act requirements as they apply to M-NCPPC.
 - The employee works, on average, a minimum of 30 hours per week over the course of a twelve (12) month period as defined by the Affordable Care Act.

Section VI.C (Medical Health Insurance and Continuation of Medical Coverage for Seasonal/Intermittent Employees and Term Contract Employees) (Continued)

2. Continuation of Medical Coverage and Required Payments

Employees may be eligible to continue health coverage during periods of approved leave or after termination of contract status.

a. During Approved Leave Status

i. During Unpaid Periods While on Active Contract

Seasonal/Intermittent and Term employees who are on approved leave-without-pay status, or other break in scheduled work while under an active contract, may be eligible to continue health insurance coverage under the M-NCPPC group insurance plan or through continuation of benefits. The determination will be made by the Health and Benefits Office/DHRM consistent with all applicable federal/state laws.

If the employee is eligible to continue receiving health plan contributions from the M-NCPPC, the employee is responsible for making direct payments on his/her portion of the health plan premium when payroll deductions are not available.

The employee's department is responsible for informing the Health and Benefits Office within the DHRM for any leave-without-pay status or break from scheduled work when occurring for more than 30 days.

ii. During Paid Leave

Paid leave is only available to Term Contract employees. Employees on approved leave status must maintain health benefits coverage with the M-NCPPC group health plans.

Term Contract employees on approved paid leave will continue to have healthcare premiums deducted from their paycheck.

3. Continuation of Benefits upon Loss of Contract Status / Termination of Employment

In the event that an employee is terminated from a Contract employee category in which they held health insurance, he/she may be eligible for continued health benefits coverage as required by the Consolidated Omnibus Budget and Reconciliation Act (COBRA) of 1985. Under COBRA, the former Contract employee may continue in the health plan for eighteen (18) months (twenty-nine [29] months, if disabled) after he/she is terminated. The individual's dependents also may be eligible for continued health benefits under certain circumstances in accordance with COBRA. If continuation of benefits is elected, the employee (or eligible dependent) must pay their entire premium, plus an administrative charge of two percent (2%) of the premium, for a total of 102% of the monthly premium.

Eligibility to receive M-NCPPC cost sharing of benefits ceases at the end of the month in which the individual's status as a Term or Seasonal/Intermittent Contract employee is terminated.

Section VI.C.3 (Continuation of Benefits upon Loss of Contract Status / Termination of Employment) (Continued)

The individual will be notified by the Health and Benefits Office/DHRM of eligibility, specific information on health plans, and enrollment deadlines.

The individual must contact the Health and Benefits Office/DHRM to enroll in continued health coverage under COBRA.

D. Benefits/Leave that Apply to Term Contract Employees Only

1. Generic Leave for Term Contract Employees

Consistent with Practice 2-16, this category of earned, paid leave which may be used for the following reasons, including but not limited to:

- Vacations.
 - Sick leave, as referenced in subsection VI.A.8.b, including:
 - To care for an illness or injury of the employee or the employee's family member/domestic partner;
 - For medical, dental, or optical examinations for the employee or the employee's family member/domestic partner; or
 - To obtain relief from domestic violence, sexual assault and stalking; or parental responsibilities.
 - Employee's own personal reasons.
- a. Earning of Generic Leave: Leave is earned by a Term Contract employee at the rate of up to the equivalent of two (2) workweeks per the 12 (twelve) month contract year and is accrued pro rata. For Term Contract employees who are scheduled to work seventy-five (75) hours or more per bi-weekly pay period, leave will be awarded at 2.88 hours of leave per pay period. Term Contract employees who are scheduled to work less than thirty-seven and one-half (37 ½) hours per week are awarded a proportionate (lesser) amount of leave. This leave balance will show on the stub of the paycheck.
- b. In the event that a Term Contract employee is assigned to multiple positions, the rate of pay for hours in paid leave status will be based on the highest base rate of pay.

Contract employees may not receive leave advances.

Section VI.D.1 (Generic Leave for Term Contract Employees) (continued)

- c. Unused Generic Leave
 - i. **Carryover:** Any unused generic leave remaining at the end of a calendar year may be carried forward for use in the next calendar year, not to exceed seventy-five (75) hours. If the contract is renewed, the Term Contract employee will receive a lump sum payment for all unused generic leave that exceeds the seventy-five (75) hour allowed carryover. (See Administrative Practice 2-16, Section I.A, "Contract Employment Categories and Renewals.")
 - ii. **When a Term Contract employee is hired into a Merit System position** without a break in service (i.e., when a Term Contract employee moves to a Merit System position without previously terminating his or her employment), all accrued generic leave as a Term Contract employee will be credited to the employee's annual leave account upon the effective date of hire as a Merit System employee.
 - iii. **If a Term Contract employee is placed into a different contract category** of Seasonal/Intermittent or Temporary status, the employee will be compensated in one lump sum for all unused generic leave that was earned as a Term Contract employee.
 - iv. **Separation from employment:** If a Term Contract employee resigns, or the Term contract is otherwise terminated, the employee will receive a lump sum payment for all unused generic leave.

2. Holiday Leave Pay for Term Contract Employees Only

For holidays approved by the agency, Term Contract employees receive paid holiday leave at the rate of seven and one-half (7 ½) hours for employees working at thirty-seven and one-half (37 ½) hours, and five (5) hours for employees working at thirty (30) hours to thirty-seven (37) hours per week. If a Contract employee works less than thirty (30) hours per week, he/she does not meet the definition of a Term Contract employee and is not entitled to holiday leave.

- a. To be eligible for holiday leave pay, employees must be in pay status on the last scheduled work day before, and the first scheduled work day following, the day on which the holiday is observed. Pay status is achieved through hours worked or use of paid leave.
- b. Employees in a leave-without-pay or an absence-without-leave status on the last scheduled work day before or following the day on which the holiday is observed are not eligible for holiday leave. An exception to this provision exists as described in Subsection VI.D.2.c, immediately below.
- c. Pursuant to Administrative Practice 2-17, Involuntary Reduction In Pay (Work Furloughs and Temporary Pay Reduction Plans), an employee otherwise eligible for holiday leave, who is on furlough the last scheduled work day before and/or the first scheduled regular work day following a holiday, will be entitled to receive holiday leave.

Section VI.D (Benefits/Leave that Apply to Term Contract Employees Only) (continued)

3. Compensation for Time Worked on M-NCPPC Holidays (Term Contract Employees Only)

Term Contract employees required to work on M-NCPPC holidays will be paid two and one-half (2 ½) times their assigned rate of pay.

4. Administrative Leave (Term Contract Employees Only)

- a. Administrative leave is paid M-NCPPC leave that may be granted for authorized participation in M-NCPPC activities/programs.
 - Administrative leave may be granted for, but is not limited to, building closure due to declared M-NCPPC emergencies, e.g., emergency weather conditions, (see Administrative Practice 2-16, Section V.A.6, “Emergency Work Compensation: Handling of Compensation During M-NCPPC Declared Emergency Closings/Liberal Leave”), unhealthy or dangerous work environments, civil disturbances, epidemics, authorized training, or other agency-approved programs.
 - Administrative leave may be granted one or more employees without altering employees' accrued leave balances. Administrative leave must be authorized only by the Department Head or the Executive Director.
- b. A Term Contract employee who is on administrative leave will be paid at his/her regularly assigned rate of pay for any scheduled hours they would have otherwise worked.
- c. Departments are responsible for ensuring the correct application of administrative leave.
- d. Employees who are already on approved paid or unpaid leave, including but not limited to, generic leave or leave-without-pay, are not entitled to administrative leave which may be granted during the same period.

5. Membership in Credit Union

Term Contract employees may be eligible for membership in the M-NCPPC Federal Credit Union subject to credit union membership guidelines.

6. Deferred Compensation Plan

Term Contract employees are eligible to participate in deferred compensation plans offered by the agency. Information is available through the Health and Benefits Office/DHRM.

VII. TERMINATION OF CONTRACT EMPLOYMENT

- A. The employment contract automatically terminates at the end of the contract period, or when the maximum number of hours worked is reached, whichever comes first.
- B. A Contract employee may be terminated when the terms and conditions of the employment category are not maintained.

1. Seasonal/Intermittent or Temporary Contract

A Seasonal/Intermittent or Temporary contract must be terminated when an employee has been in “inactive” (no scheduled work) for nine (9) consecutive months or 270 calendar days. For purposes of this provision, periods of approved leave, including leave-without-pay, are not considered “inactive” status. This nine (9) month or 270 calendar day limit may be waived by the Human Resources Director, upon written justification by the Department Head. Waivers could be permitted for special events, programs, and internships that require the employee to regularly work on an intermittent basis, with an inactive period of more than nine (9) months or 270 calendar days.

Employees who remain “inactive” beyond nine (9) consecutive months or 270 calendar days without a written waiver by the Human Resources Director shall be terminated.

2. Term Contract Employee

If a Term Contract employee fails to maintain minimum scheduled hours of thirty (30) hours for four (4) consecutive workweeks, the Department Head may elect to terminate the contract or place the Term employee into another contract employment category.

- a. A Term Contract employee will not lose Term status as a result of being placed on approved, paid or unpaid, leave status.

For purposes of maintaining Term contract status, the minimum work schedule of thirty (30) hours includes all hours worked and any hours the employee is in an approved leave status using paid leave or authorized leave-without-pay (see Section VI.A.6, “Leave-Without-Pay,” for conditions of approved unpaid leave).

- b. In situations where the employee is unable to meet the minimum scheduled hours, the Department Head must consider work program needs and decide whether to terminate the employee or place the employee status in a different employment category (Temporary or Seasonal/Intermittent).
- c. Health benefits will terminate at the end of the month in which the employee loses Benefit Eligible status or is terminated. The Term Contract employee will be eligible to continue health benefits under COBRA. (See Section VI.C, “Medical Health Insurance and Continuation of Medical Coverage for Seasonal/Intermittent Employees and Term Contract Employees.”)

- 3. Employee Resignation:** An employee wishing to terminate employment before the contract expires should give at least ten (10) working days written notice to the supervisor.

Section VII.B (Termination of Contract Employment) (continued)

4. Other Reasons for Termination of Employment:

- a. The agency may terminate an employment contract without cause, or for reasons related to a Reduction-in-Force, with thirty (30) calendar days' notice to the Contract employee. This notice shall be provided in writing.
 - b. A Contract employee may be dismissed for cause without notice, including but not limited to, an unsatisfactory performance evaluation, violation of M-NCPPC policy, or misconduct. The Department Head must approve the dismissal.
5. If employment is terminated, the Contract employee may be eligible to continue any applicable health benefits under COBRA. (See Section VI, "Benefits/Leave.")

VIII. HIRING OF A CONTRACT EMPLOYEE INTO A MERIT SYSTEM POSITION

A. Promotional Opportunity

Contract employees are eligible to apply for announced M-NCPPC vacancies through the Promotional Opportunity System. Promotions are made on the basis of competitive selection.

B. Selection for Merit System Positions

When a Contract employee applies, and is selected, for a Merit System position, a new anniversary date must be established.

C. Annual Leave Accrual Rate Credit

A Term Contract employee who is subsequently hired into a Merit System position is eligible to have up to one year of Term service credit applied toward the determination of his/her annual leave accrual rate. The employee shall receive the retroactive service credit providing the Term contract service was full-time (37.5 hours) and there was no break in service between the Term contract and the hire into the Merit System position. The retroactive service credit shall be applied to the employee's accrual rate at the time of hire into Merit System status.

The employee does not receive retroactive leave credits.

IX. EMPLOYEE PERSONNEL AND MEDICAL FILES

Personnel and medical files of Contract employees shall be maintained with confidentiality in the same manner as personnel and medical files for all other M-NCPPC employees. See M-NCPPC Administrative Practice 2-28, Composition, Privacy, and Disposition of Employment Records.

X. RECORDING TIME WORKED/LEAVE

Contract employees are responsible for accurately recording hours worked and authorized leave through the agency's timekeeping system. When an employee works multiple positions within the pay period, hours must be properly recorded for each position worked.

A Department Head (or designee) must verify the recording of hours and ensure total hours worked do not exceed the maximum hours for the employee's designated contract category as defined in Administrative Practice 2-16.

- A.** All absences from scheduled work hours must be approved by the employee's supervisor. Approval of leave-without-pay must follow the provisions in Section VI.A.6.
- B.** Overtime, which is addressed in Administrative Practice 2-16, must be approved by the Department Head or his/her designee. Except in cases of authorized emergencies, all overtime must be approved in advance of hours worked.
- C.** Authorization of leave-without-pay, emergency pay, and administrative leave must comply with Section VI, "Benefits/Leave."
- D.** Consistent with Administrative Practice 2-16, all meal times shall be determined by the Department Head or designee. Meal times are not included in the calculation of hours worked or the calculation of leave benefits.

XI. PERFORMANCE EVALUATION SYSTEM

It is essential and important to the work program of the M-NCPPC to have a record of the work performance of each Contract employee. The work performance of Seasonal/Intermittent, Temporary, and Term Contract employees at the agency is managed and evaluated through the Performance Evaluation System for Contract Employees. The Performance Evaluation Rating Form for Contract employees is designed to evaluate the employee in a uniform manner, and to also allow flexibility for an individualized evaluation. (See Performance Evaluation System for Contract Employees, Appendix 1.)

XII. DISPUTE RESOLUTION

A Contract employee should seek resolution of a dispute with their immediate supervisor.

A. General Disputes Involving Misapplication of M-NCPPC Policies, Directives or Regulations:

1. Concerns should be placed in writing to the appropriate supervisory level within thirty (30) calendar days from the event or incident which is the basis of the dispute. If the supervisor is the involved in the misapplication, the employee may file directly with the Department Head.
2. The supervisor or Department Head has thirty (30) calendar days to attempt to resolve the dispute.

**Section XII.A (General Disputes Involving Misapplication of M-NCPPC Policies, Directives or Regulations)
(Continued)**

3. If a satisfactory resolution is not reached, a Contract employee has fourteen (14) calendar days to file a written complaint with the Department Head.
4. The Department Head has thirty (30) calendar days to issue a decision, which will be final.

B. Disputes Related to Discrimination:

1. For disputes related to discrimination, the Contract employee may file the complaint directly with the Department Head or the Executive Director.
2. The complaint must be filed in writing within thirty (30) calendar days of the event/incident which is the basis for the complaint of discrimination.
3. The Department Head or Executive Director has thirty (30) calendar days to issue a decision, which shall be final.

Federal/state laws may provide additional recourse for complaints of discrimination with external agencies such as the Equal Employment Opportunity Commission.

XIII. REDUCTION-IN-FORCE

A. A Reduction-in-Force may be necessary because of one or more of the following reasons:

- Reduction of funding
- Program changes
- Reorganization or restructuring
- Technological changes
- Abolishment of position

B. When a Department Head is facing the possibility of a Reduction-in-Force, the following options shall be considered:

1. Suspend hiring of Contract employees.
2. Terminate the contracts of all or some Contract employees in the department. If the Department Head selects this option, **notice must be given to all affected Contract employees no later than thirty (30) days prior to the anticipated effective date.**

Section XIII (Reduction-in-Force) (Continued)

3. If a Department Head elects to terminate the contracts of Contract employees only in selected work units and/or classification titles, then the following steps shall be implemented:

- The Department Head may identify a division, a group of divisions, or the department as the affected work unit.
- Upon determination by a Department Head that the number of positions in an affected work unit will be reduced, the Department Head shall designate the specific classification titles in the unit which will be affected.

C. The Reduction-in-Force will be accomplished in the following order:

All Contract employees in the designated classification titles (within the affected work unit/department) shall be laid off first. The identification of laid off Contract employees shall be based on the length of employment (the last hired will be the first to be laid off). This length of employment shall include all periods of service with the agency, even when there may have been interruptions in that service (without break in contract), as long as it can be verified and validated by appropriate documentation.

D. A Department Head may exempt a Contract employee from Reduction-in-Force in the event the employee, although holding a classification title affected by a Reduction-in-Force, performs defined functions recognized as being of a specialized nature that shall be continued in the department's work program after the Reduction-in-Force has been effectuated. The Department Head shall list such employees, if any, in the report to the Planning Board (or the Executive Committee) and the Commission as required in the Merit Rules and Regulations.

Attachments: Appendix I: *The Maryland-National Capital Park and Planning Commission Performance Evaluation System for Contract Employees*

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**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
PERFORMANCE EVALUATION SYSTEM FOR CONTRACT EMPLOYEES**

The Maryland-National Capital Park and Planning Commission (M-NCPPC) is committed to promoting a productive work environment, facilitating excellence in employee performance, and fostering employee commitment to the agency. The work performance of Seasonal/Intermittent, Temporary, and Term Contract employees at the M-NCPPC is managed and evaluated through effective performance management.

The Performance Evaluation System for Contract Employees requires communication between the evaluating supervisor and the employee to assure fair appraisal of work performance and to promote performance success for the employee, the work unit, and the organization as a whole.

Performance evaluation for Contract employees is an ongoing and systematic cycle of communication between supervisor and employee. The process starts at the beginning of each rating period with the planning and identification of performance factors and standards, and culminates with a performance appraisal at the end of the contract period.

The Performance Evaluation Rating Form for Contract Employees is designed to evaluate the employee in a uniform manner, and to also allow flexibility for an individualized evaluation.

Directions for Completing the Performance Evaluation Rating Form

Below are the descriptions that appear in each section of the Performance Evaluation Rating Form and an explanation of its application.

Section I

This section records the name of the employee and supervisor, the title/grade and department of the employee, and the employment category.

This section also identifies the performance evaluation period, and reasons for which the evaluation is being conducted.

Section II

This section presents the rating levels, the evaluation factors, and the essential job functions and performance standards. The rating levels are defined as follows:

Rating Levels

SATISFACTORY: This level recognizes performance that is competent and fully acceptable.

UNSATISFACTORY: This level recognizes performance that is unacceptable.

Evaluation Factors

All Seasonal/Intermittent, Temporary, and Term Contract employees are to be rated using the factors described below. To rate a factor, indicate by placing an "S" (for satisfactory) or "U" (for unsatisfactory) on the line beside the factor. For a factor that is not applicable, place "N/A" on the line. The evaluation factors are described as follows:

Accuracy: Produces work, which is accurate; pays attention to necessary details; checks work for errors and takes corrective action.

Initiative: Seeks out what needs to be done and proceeds without being asked; is self-starter, originates work methods.

Dependability: Can be relied upon to do what is needed when it is needed; approaches assignments, duties and responsibilities (including those related to punctuality and attendance) in a responsible manner.

Flexibility/Adaptability: Adjusts to new or changing working conditions or methods with a minimum loss of quality and/or quantity of work performance.

Working with Others: Performs as an efficient and effective member of a team and in all areas of work; aids in promoting and maintaining good working relationships.

Communications Skills: Presents concepts/ideas logically, clearly, effectively, and in a manner which is readily understood. Three types of communication skills (written, visual, verbal) may be considered.

Dealings with the Public: Correctly answers questions or directs inquiry to proper source; listens attentively; is considerate and responsible; gives a good image.

Follows Applicable Rules: Understands and observes M-NCPPC rules, regulations and other directives which are relevant to the assignment.

Planning and Organization of Work: Provides methods for efficient completion of assignments and conducts affairs in an orderly manner.

Maintenance and Operation of Equipment: Maximizes production time spent with tools, machinery, or equipment; keeps in good working order.

Safety: Observes all safety guidelines; works in a safe and cautious manner.

Essential Job Functions and Performance Standards

Essential job functions and performance standards are optional only for Seasonal/Intermittent Contract employees. Supervisors may list essential job functions and performance standards of the position and describe the performance standards of the Contract employee in the section, "Essential Job Functions and Performance Standards." Essential job functions are the duties and responsibilities or tasks that could be considered a "must" for each job. Performance standards are the measurable or observable results of employees' work efforts.

Section III

The overall performance evaluation rating shall be presented in this section. All rated evaluation factors and standards shall be of equal significance. If applicable, the overall rating shall represent the majority of all the ratings used for the evaluation factors and the essential job functions/performance standards in Section II.

Section IV

This section provides the supervisor with an opportunity to discuss and expand generally on issues concerning the employee's performance. Comments addressing exceptional achievement by the Contract employee may be presented within this section.

Section V

This section provides an opportunity for the employee to respond to the performance evaluation.

Section VI

In this section, the employee and supervisor sign their names indicating that the performance evaluation has been reviewed and approved.

Results of Performance Evaluation

A completed performance evaluation form is required for documentation of various personnel actions, including consideration for a pay increment or an employee recognition award. Pay increments and recognition awards are subject to the availability of M-NCPPC funding.

The following employees are eligible for pay increment based on his/her performance, which is evaluated and documented through the use of the Contract employee performance management form:

- A Seasonal/Intermittent employee who is assigned to a position on the Tennis Instructor Pay Schedule, Specialty Services Pay Schedule, or the Seasonal/Intermittent Classification Pay Plan
- Term Contract employee who is assigned to a position on the General Service Classification Pay plan or Seasonal/Intermittent Classification Pay Plan.

The pay increment shall be consistent with the Commission's adopted policy for anniversary adjustments.

- a. A pay increment is granted up to the top level of the assigned pay grade. The employee is eligible for the pay increment at the end of the contract year, if the contract is renewed, upon receipt of an overall "satisfactory" performance evaluation.
- b. A Seasonal/Intermittent Contract employee assigned to a position on the Seasonal/Intermittent Classification Pay Plan (except for a Class Instructor) is eligible for a pay increment after completion of a minimum of 100 hours and one year of employment and receipt of an overall "satisfactory" performance evaluation. If 100 hours are not completed in one year, the hours may be accumulated in succeeding years if the employee is re-employed in the succeeding year.
- c. A Seasonal/Intermittent Contract employee assigned to a position on the Seasonal/Intermittent Classification Pay Plan, Tennis Instructor Pay Schedule, Specialty Services Pay Schedule, who is a Class Instructor, is eligible for a pay increment after completion of a minimum of three class sessions within one year and receipt of an overall "satisfactory" performance evaluation. If three class sessions are not completed in one year, the class sessions may be accumulated in succeeding years if the employee is re-employed in the succeeding year.
- d. A Contract employee assigned to the Aquatics Seasonal/Intermittent Pay Plan or Revenue Sharing Pay Plan is not eligible for an anniversary pay increment. If assigned to the Aquatics Seasonal/Intermittent Pay Plan, a pay

increment may be granted upon rehire if the employee has received an overall “satisfactory” performance evaluation. The pay increment will be within the level of the position based upon applicable experience.

- e. Consistent with Practice 2-16, only Seasonal/Intermittent and Term Contract employees assigned to specific pay plans are eligible for an anniversary pay increase.
- f. For an evaluation of “unsatisfactory” at any time during the contract period, the employee shall be dismissed.

Disagreements Concerning the Performance Evaluation

A supervisor should give careful consideration and weigh thoroughly the pros and cons of an employee’s performance evaluation. Open communication is the key to a successful performance evaluation. Supervisors must be prepared to deal with disagreements. However, before determining that a disagreement cannot be resolved, the supervisor should be certain that the employee understands the objectives of the evaluation and the reason(s) for the choice of particular ratings. A supervisor should encourage questions and seek the employee’s point of view. The employee should be allowed ample opportunity and time for discussions. Arguing, dominating or cross-examining should be avoided.

If efforts to reach accord are not successful at the supervisory level(s), the Department Head or his/her designee shall be consulted. The following options may be used by the Department Head to resolve disagreements:

- a. Discuss the performance evaluation with the supervisor(s) in an effort to resolve the disputed issues;
- b. Request the supervisor(s) to support his/her chosen overall performance rating with additional data or documents for consideration;
- c. Conduct a performance evaluation interview with the employee and the supervisor(s) who executed the disputed performance evaluation; or
- d. Evaluate the results of options “a” through “c” and either support one of the original supervisor’s evaluation ratings, or establish a new overall performance rating which is more representative of the employee’s overall performance.

It is the responsibility of the Department Head to award an overall performance rating which truly represents the employee’s performance. The Department Head’s decision in this matter is final.

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
PERFORMANCE EVALUATION RATING FORM
CONTRACT EMPLOYEES**

I. Contract Employee Information

Name: _____ Class Title/Grade: _____

Department: _____ Supervisor: _____

Category of Contract Employment (Check One)

- Term Contract Employee
- Seasonal/Intermittent Contract Employee
- Temporary Contract Employee

Performance Review (Complete)

(Date of Performance Review)

Reason for Performance Review (e.g., end of performance cycle, performance counseling, end of contract)

Performance Evaluation Period (period for which this evaluation is being conducted):
from _____ to _____

II. Rating Levels

SATISFACTORY - fully acceptable performance should be marked "S."

UNSATISFACTORY - totally unacceptable performance should be marked "U."

Evaluation Factors: Please mark the appropriate line to indicate your rating.
Factors not applicable should be marked "N/A."

- 1. Accuracy _____
- 2. Initiative _____
- 3. Dependability _____
- 4. Flexibility/Adaptability _____
- 5. Working with Others _____
- 6. Communication Skills _____
- 7. Dealings with the Public _____
- 8. Follows Applicable Rules _____
- 9. Planning and Organization of Work _____
- 10. Equipment Maintenance and Operation _____
- 11. Safety _____

