

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session _____ 1991 _____

Bill No. _____ CB-102-1991 _____

Chapter No. _____ 83 _____

Proposed and Presented by _____ The Chairman (by request -
_____ County Executive) _____

Introduced by _____ Council Members Castaldi, MacKinnon,
_____ Casula and Bell _____

Co-Sponsors _____

Date of Introduction _____ November 5, 1991 _____

BILL

AN ACT concerning

Collective Bargaining Agreement - Council 67,
American Federation of State, County and Municipal Employees,
AFL-CIO, and Its Affiliated Local 3279.

FOR the purpose of approving the labor agreement, as amended by Memorandum of Understanding, by and between Prince George's County and the American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 3279, to provide for wage increases and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY adding:

SUBTITLE 16. PERSONNEL.

Section 16-233(f) (19),
 The Prince George's County Code
 (1987 Edition, 1990 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f) (19) be and the same is hereby added to the Prince George's County Code to read as follows:

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

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

(19) Declaration of Approval - Local 3279, American Federation of State, County and Municipal Employees, AFL-CIO.

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and Council 67, American Federation of State, County and Municipal Employee, AFL-CIO, and its affiliated Local 3279, on October 8, 1991, and the amendment thereto, hereby approves said agreement and the amendment thereto, in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the provisions of the contract shall be retroactively effective to July 1, 1991.

Adopted this 26th day of November, 1991.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Richard J. Castaldi
Chairman

ATTEST:

Maurene W. Epps
Acting Clerk of the Council

APPROVED:

DATE: _____

BY: _____
Parris N. Glendening
County Executive

KEY:

Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that
remain unchanged.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Prince George's County, Maryland ("County") and Council 67 of the American Federation of State, County and Municipal Employees and Its Affiliated Local 3279 ("Union" or "AFSCME"). The purpose of this Memorandum is to amend the parties' collective bargaining agreement covering the period from July 1, 1991 through June 30, 1993 ("Agreement") in order to defer anniversary increases during the first ten (10) months of Fiscal Year 1993 and to provide that no employee covered by the Agreement will be laid off during Fiscal Year 1993.

Specifically, the parties agree that the third paragraph of Article 12 (WAGES) of the Agreement is modified to read as follows:

Employees covered by this Agreement who are eligible to receive an anniversary increase during FY92 will not receive the appropriate anniversary salary rate increase until the employees' respective anniversary dates during Fiscal Year 1993; provided, further, that employees covered by this Agreement who are eligible to receive an anniversary increase during the first ten (10) months of Fiscal Year 1993 will not receive the appropriate anniversary salary rate increase until the first full pay period beginning on or after May 1, 1993. Subsequent anniversary increases will be paid when due.

The parties further agree that the seventh paragraph of Article 24 (LAYOFF AND RECALL) of the Agreement is modified to read as follows:

During the period from July 1, 1991 through June 30, 1993, no employee covered by this Agreement will be laid off. Furthermore, during the term of this Agreement, there will be no furloughing of the employees covered by this Agreement.

Signed this _____ day of _____, 1991 in Upper
Marlboro, Prince George's County, Maryland

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

PRINCE GEORGE'S COUNTY,
MARYLAND

Council 67

Parris N. Glendening
County Executive

Local 3279

Approved as to form and legal
sufficiency:

AGREEMENT

BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

COUNCIL 67, AMERICAN FEDERATION OF STATE

COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AND ITS AFFILIATED LOCAL 3279

July 1, 1991 - June 30, 1993

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ARTICLE 1

PURPOSE

This Collective Bargaining Agreement ("Agreement") is entered into by Prince George's County, Maryland ("County" or "Employer") and Council 67 of the American Federation of State, County and Municipal Employees and its affiliated Local 3279 ("Union" or "AFSCME"), and has as its purpose the promotion of harmonious relations between the County and AFSCME; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder.

ARTICLE 2

RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for those employees certified by the Public Employee Relations Board in Case No. 16-39-00260-89W for the purpose of negotiating matters of wages, hours and other terms and conditions of employment. The specific job classifications included by these certifications are listed at Attachment 1.

The County and the Union specifically recognize and understand that the employees covered by this Agreement are organized into the separate and distinct bargaining units noted above and that these units are referred to collectively in this Agreement solely for the limited purpose of "multi-unit bargaining" as specifically authorized by Section 13A-106(d) of the Labor Code.

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ARTICLE 3

MANAGEMENT'S RIGHTS

Nothing in this Agreement shall affect the right of the County to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to discipline, suspend or discharge employees for just cause and to relieve employees from duty because of lack of work; or to take any action, not inconsistent with the express provisions of this Agreement, necessary to carry out the mission of the County.

ARTICLE 4

DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, physical disability or political affiliation. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the County or any County representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

The Union agrees that it will not discriminate against any employee in regard to membership, nonmembership, or holding office in the Union because of race, physical disability, age, marital status, political affiliation, religion, color, sex or national origin.

The provisions of this Article shall be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance shall not be subject to arbitration, but shall be referred to the appropriate governmental agency having jurisdiction.

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ARTICLE 5

COOPERATION

The parties agree that they shall cooperate individually and collectively maintaining a high quality of performance and that each shall use their influence and best effort to protect and foster the efficiency and effectiveness of the services rendered by them for the public interest, and that each will cooperate in advancing the morale of employees covered by this Agreement.

The local Union President and the Chief Steward, or his designee, may participate with management representatives on a Labor-Management Committee. The Committee may meet as issues arise, but not more than once a month, unless agreed to by both parties. When agenda items affect a specific group or groups of employees covered by this Agreement (e.g., employees working at the Landfill), a group representative may, at the Union's request, also be permitted to attend the meeting.

ARTICLE 6

SHOP STEWARDS/UNION OFFICIALS

The County recognizes and shall deal with appropriate Union Representatives as set forth herein in areas designated below in regard to grievances filed under this Agreement.

"Union Representatives" means any person designated or elected by the Union officially to represent its members. These representatives shall include Local Union Stewards, the Union President, Union Officers or Board Members, designated full time paid local Union representatives and the American Federation of State, County and Municipal Employees International or Council Representatives, Officers and Board Members.

The Union shall prepare, keep current and give a list of accredited Stewards and staff representatives and their work locations or revisions thereto to the agency where the Steward is employed and to the County's designee. The list shall include one alternate Steward who shall serve only in the absence of the accredited Steward. The Union shall promptly notify the County of any changes of such Stewards and/or alternates.

The County shall prepare, keep current and provide to the Union a list of County representatives and their work locations with whom the Union is to deal. The County will send the list on July 1 of each year, and shall promptly notify the Union of any changes of any County representatives.

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Union Stewards shall be responsible in the units where they are employed, for representing the Union and members of the bargaining unit in meeting with Management and in the resolution of grievances, as provided in the grievance procedure, and in other matters in which unit members may be entitled to Union representation. Stewards shall also be responsible for posting official Union notices at their assigned locations.

The County recognizes and shall deal with the appropriate accredited Union Steward or alternate Steward, in the following locations:

A. Unit I (4)

- 1 - Inglewood III/Tech Center IV
- 1 - Landfill
- 1 - County Administration Building
- 1 - County Service Building

B. Unit II (1)

Union stewards and the Local Union President shall, after receiving permission from their appropriate supervisor (such permission not to be unreasonably withheld), be granted reasonable time off with pay during working hours to investigate grievances at the step one level and to attend step one meetings, and the Local Union President will also be granted reasonable time off to attend step two meetings where appropriate. The parties agree that time spent by stewards and the Local Union President in investigating step one grievances will be kept to a minimum, that interviews conducted as part of the investigation will occur during non-work hours; and, that grievance investigations will at all times be conducted so as not to interfere unreasonably or unnecessarily with the Employer's operations.

ARTICLE 7

UNION SECURITY

All Employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to the paragraph immediately following, remain members of the Union for the duration of this Agreement. All employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union.

The Union, upon the presentation of dues deduction or service

fee authorization cards, duly executed by the individual employees

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covered by this Agreement, shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a bi-weekly basis and remitted to the Union. Such authorization shall be irrevocable and automatically renewed from year-to-year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code.

The Union agrees to indemnify and hold harmless the employer from any loss or damages due to payroll errors arising from the operation of this Article.

ARTICLE 8

UNION COMMUNICATIONS

The County agrees to provide suitable bulletin board space on existing or new bulletin boards in convenient places for posting of official Union notices. The parties agree that the usage of such bulletin boards will be to promote employee-employer relations, as well as to keep the members of the Union informed of its representation activities.

Provided always that the distribution needs of the County be paramount, the Union will be permitted to use the County's courier service for distribution of official Union communications to employees covered by this Agreement; and further provided that the courier service will not be responsible for mass distribution of individually addressed communications.

The County will permit AFSCME to maintain an official mailbox at work sites. The boxes will be provided by AFSCME. Mail delivered to these boxes will be delivered unopened.

The County will allow the Union a reasonable opportunity to meet with new employees covered by the Agreement at the conclusion of new employee orientation for the purpose of briefing the employee on this Agreement and the Union's programs and benefits.

ARTICLE 9

UNION BUSINESS LEAVE

To the extent that an AFSCME represented employee is appointed a Chief Steward pursuant to the terms of the labor agreement between the County and AFSCME Council 67 and its Locals 2462 and 2735, that Chief Steward shall be responsible for labor relations activities

associated with the administration of this Agreement. Furthermore, he shall be responsible for coordinating and processing of

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grievances for all the Local Unions, and shall conduct activities to avoid overlapping or duplicating services of any other union representatives. These activities shall be conducted without disrupting the work of any County employees who are not directly involved.

The County shall grant, after request to and approval of the department head, administrative leave for attendance at regularly scheduled Union conventions and/or conferences for employees officially designated as Union delegates during any one (1) calendar year. Two (2) Local delegates for employees covered by this Agreement shall be approved for not more than six (6) days administrative leave for attendance at such conventions and/or conferences, and such leave shall not be unreasonably withheld.

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

When requesting leave under this article, the Union must adhere to the following procedures: Not less than ten (10) working days before the event for which leave is requested, the Union will provide the Office of Labor Relations with a written request for the leave, indicating the event and the date(s) it will take place, the amount of leave requested and the names of employees for whom it is requesting administrative leave, noting their department(s), Union Local(s), and the capacity in which they will be attending the event. The Office of Labor Relations will forward the request to the affected department head(s) for approval. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment must request the County's approval at least two (2) weeks in advance of such unpaid leave, and the request shall stipulate the time of such leave of absence. In no case shall such Union business leave exceed one (1) year. The leave may be extended for an additional one (1) year by consent of the County in the same manner as originally requested. Such approval shall not be unreasonably withheld.

ARTICLE 10

PEOPLE DEDUCTION

The Employer agrees to deduct on a bi-weekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's P.E.O.P.L.E. fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this paragraph.

ARTICLE 11

NO STRIKE OR LOCKOUT

The Union agrees that there shall be no strikes except as defined in Section 13A-102(n) and Section 13A-112, County Labor Code. The employer agrees that there shall be no lockouts. In the event of an illegal strike, slowup or work stoppage, the Union shall promptly and publicly disavow such unauthorized conduct.

ARTICLE 12

WAGES

Employees covered by this Agreement will be converted to Salary Schedule C, attached hereto as Attachment 3, effective the first full pay period beginning on or after July 1, 1991, at the same salary they were earning on the General Salary Schedule immediately prior to conversion.

Effective the first full pay period beginning on or after April 1, 1992, employees covered by this Agreement will receive a five percent (5%) increase in their base hourly rates of pay.

Employees covered by this Agreement who are eligible to receive an anniversary increase during FY92 will not receive the appropriate anniversary salary rate increase until the employees' respective anniversary dates during Fiscal Year 1993.

Employees covered by this Agreement who will be absent on their next regularly scheduled pay date due to vacation will be able to receive an advance against that next estimated net pay to which he or she is entitled, provided that a written request is made by the employee through his department at least five working days prior to the date on which the employee wishes to receive that advance check from the Office of Finance.

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All bargaining unit employees shall receive their paychecks in sealed envelopes.

ARTICLE 13

HOURS OF WORK

Except for employees working in special operations, the regular work day shall consist of a shift of eight (8) consecutive hours, excluding an unpaid meal period, within a twenty-four (24) hour period, and the normal workweek shall consist of five (5) consecutive days Monday through Friday. Employees engaged in special operations are defined as employees engaged in an operation for which there is regularly scheduled employment in excess of five (5) work days in any seven (7) day period, or in excess of eight (8) hours in a workday, provided that any such employee will be compensated for hours worked in excess of forty (40) hours in a workweek pursuant to Article 15, Premium Pay. Where management converts a normal operation to a special operation, management will provide the Union and the affected employees with reasonable notice of their schedule change. The Union may place issues arising as a result of the conversion of an operation to a special operation on the agenda of the Labor-Management Committee for discussion, but such issues are not subject to the grievance and arbitration provisions of this Agreement.

Effective the first full pay period beginning on or after July 1, 1991, employees covered by this Agreement and regularly assigned to night or shift work shall be paid 90¢ per hour above the established rates on shifts which commence between the hours of 3:00 P.M. and 7:00 A.M. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. Employees eligible for shift differential pay shall receive that pay for all paid status hours, to include approved paid leave hours and holidays.

ARTICLE 14

REST PERIOD

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

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ARTICLE 15

PREMIUM PAY

Employees shall be compensated for overtime worked as follows:

(i) Employees will be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for time they are required to work in excess of forty hours in a workweek.

(ii) All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime work they are required to work on their 7th consecutive day of work.

(iii) All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime work they are required to work on Sundays.

(iv) All leave with pay shall be considered time worked in the computation of overtime.

For purposes of computing overtime, paid leave hours and all holiday hours (worked or unworked) for which an employee is compensated, shall be regarded as hours worked.

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

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

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

Overtime can be worked only when the needs of the workload demand it and the type of work to be performed must dictate the

selection of employees. The selections should be made, so far as

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the circumstances will permit, from qualified employees who are capable of doing the particular work. Circumstances and previous practices should be considered in deciding which group or groups should reasonably be called upon to do particular work. Such selections should be made and overtime should be allotted amongst the employees in as fair and equitable a manner as circumstances and the job requirements will permit within the appropriate class.

ARTICLE 16

CALL-IN-PAY

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

ARTICLE 17

WORK CLOTHING

All permanent employees covered by this Agreement who are employed by the Department of Environmental Resources at the Landfill Garage will be provided work clothing on a rental basis according to departmental policy.

All permanent employees covered by this Agreement who are required by the County to wear safety shoes and who present appropriate proof of purchase for a pair of approved safety shoes shall be entitled to a reimbursement of up to eighty dollars (\$80.00) during FY92 and FY93 towards the purchase of the pair of approved safety shoes on a once a year basis.

ARTICLE 18

TEMPORARY ASSIGNMENTS

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

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

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

ARTICLE 19

SAFETY AND HEALTH

The County shall make every good faith effort to provide safe and healthy working conditions for employees. Employees shall refer any unsafe or unhealthy conditions to the County and the Union for their joint consideration. It is recognized that the County may reassign any employee until such conditions are resolved.

The Employer and the Union agree to establish a joint Labor-Management Safety Committee.

ARTICLE 20

PROBATIONARY PERIOD

The probationary period for new employees shall be regarded as an integral part of the training process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of an employee to the employee's position and for disqualifying any employee whose performance and conduct is not satisfactory.

The probationary period for new employees covered by this Agreement who are hired into positions other than "dually-allocated" positions shall be for a period of six (6) months from the date of employment. For all other employees covered by this Agreement who are hired into a "dually-allocated" position, the probationary period shall begin with the date of employment and continue until the employee either advances to the second level of the allocation or is terminated. Where an employee covered by this Agreement is hired into a position that has specifically been designated as a "dually-allocated" position, the employee shall be entitled to move to the second level of the allocation upon serving the requisite time-in-grade for the position provided that the employee has also received satisfactory performance evaluations while working at the first level. The parties also recognize that management has the right to hire employees into jobs in a classification that is dually-allocated on a "non-dual allocation" basis, and in these

cases, the foregoing provision does not apply (i.e., the probationary period is the normal six months.)

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

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

ARTICLE 21

PROMOTIONS

The term promotion as used in this Agreement shall mean the advancement of an employee to a higher rated position.

(a). General Procedures Applicable To All Promotions

Promotion opportunities shall be posted on bulletin boards where notices to employees are customarily posted for a minimum of ten (10) days. The announcement shall identify the promotion opportunity by location, title, and grade; qualification requirements, how to file for consideration, written or oral tests to be given; and other factors to be considered in the examining process such as physical fitness, performance ratings, attendance records, or valid driver's licenses when required by the position to be filled. The announcement shall state where and in what form applications are to be filed and indicate the closing date for receipt of applications which shall not be less than ten (10) calendar days from the issuance of the announcement.

(b). Promotions To Positions Covered By This Agreement

For promotions to any position covered by this Agreement the Employer will consider knowledge, training, ability to perform work, skill, efficiency, reliability, and physical fitness. When these factors are relatively equal, the employee with the greatest amount of departmental seniority will be promoted.

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(c). Probationary Period Applicable To All Promotions

At the election of the Employer, an employee who is promoted pursuant to the procedure set forth in this Article shall be required to serve a reasonable probationary period not to exceed 90 days. If, during or at the end of the probationary period, Management concludes that the employee is not capable of performing the work of the new position, the employee shall be returned to his previous grade and position.

ARTICLE 22

TRANSFERS

If an employee desires to transfer to a vacant position within his department, the employee shall submit an application in writing to the Director of the department stating the reason for the requested transfer.

If a vacancy exists in the classification for which a transfer has been requested, and the vacancy is to be filled, the employee requesting the transfer shall be transferred provided the employee is a well qualified applicant for the vacancy and the transfer will not impair the effectiveness of the Department's operations. If more than one (1) employee has requested transfer to a vacant position and they are all equally qualified, priority will be given to the employee with the greatest Departmental seniority.

Where an employee requests a transfer to a vacant position which is also a promotional opportunity for other employees, the position may be filled by promotion or transfer.

Where an employee is transferred and the employee did not request the transfer, the employee will receive ten (10) working days advance written notice of the transfer where possible. The written notice will state the reason for the transfer and advise the employee of his new work location and reporting date. The same type of notice will also be sent when an employee is reassigned to a new division or given a new reporting location within the same department.

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ARTICLE 23

SENIORITY

County seniority is defined as the length of uninterrupted service with the Employer beginning at the employee's initial hire date as a County employee. Departmental seniority shall mean an employee's length of continuous service with the department since the employee's date of employment within the department. An employee's length of continuous service shall be computed from the date of the employee's current employment; provided, however, that new employees names shall not be added to the seniority list referred to in the fourth paragraph below but shall be listed in the probationary listing specified in the final paragraph below.

Seniority shall only be interrupted by a break in continuous service as listed below:

- (i) Voluntary resignation.
- (ii) Retirement.
- (iii) Discharge for just cause.
- (iv) Failure or refusal to return to work within ten (10) calendar days after being recalled from layoff by certified or registered mail addressed to the employee's last known address shown on the employee's personnel record.
- (v) Absence of three (3) consecutive workdays without reporting to the County unless the employee can establish justification for such failure to report.
- (vi) Disability termination.

Seniority shall continue to accrue during all leaves as specified in this Agreement or any other approved leave.

The Employer shall furnish the Union a seniority list (an alphabetical listing by County seniority of all employees in the bargaining unit) on January 1 of each year, and upon request, an updated seniority list shall be furnished by the County on July 1. Said listing shall include employee's hire date, job title, salary and work location/department.

The County shall furnish the Union with a separate listing, on a quarterly basis, of all new employees hired in job titles represented by the Union. This listing shall include the new

employee's hire date, job title, salary and work location/
department.

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ARTICLE 24

LAYOFF AND RECALL

Should a reduction-in-force become necessary for lack of work or funds, or the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason; temporary, provisional and probationary employees shall be first laid off. Regular full- and part-time employees shall be laid off by classification according to County seniority; i.e., selection for layoff shall be made in inverse order of County seniority. The service of part-time employees shall be prorated for purposes of layoff and recall. Notwithstanding the definition of County Seniority contained in Article 23, for the sole and exclusive purpose of layoff and recall of employees covered by this Agreement, County seniority shall include all County service in any classified service position.

If a regular full- or part-time employee is scheduled to be laid off, said employee may exercise displacement rights to a bargaining unit position in the Department of Environmental Resources in an equally or lower graded classification in the same Bumping and Recall Job Grouping occupied by an employee with less seniority (See Attachment 2, attached hereto, for the listings of the Bumping and Recall Groupings.); provided, however, that the employee exercising bumping rights is qualified for the position occupied by the employee in the classification to which the bump has been made. The displaced employee may displace (bump) other less senior employees in the same manner.

When a senior employee displaces a junior employee in a lower classification, the senior employee's salary shall remain the same unless it exceeds the maximum salary of the junior employee's job classification in which case it shall be reduced to the maximum of the lower classification after three (3) months.

Employees to be laid off shall, at their discretion, be allowed to cash in all or a part of any accrued vacation or sick leave time as provided for elsewhere in the Agreement. Annual and sick leave time not cashed in shall be held by the Employer and credited to the employee upon his return to work or, upon request, be paid in cash as provided elsewhere in this Agreement if the employee is not

reemployed after two (2) years. An employee, who elects to cash in sick leave at time of layoff and who is subsequently recalled to work for the County from a reemployment list, may have reinstated to his accrued sick leave account any sick leave for which he was not compensated at time of layoff.

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If a permanent full-time or permanent part-time employee is laid off in a reduction-in-force the employee's name shall be placed on a reemployment list and the employee shall have priority reemployment rights in the Department of Environmental Resources only to any vacant position for which the employee is qualified in an equally or lower rated classification in the Bumping and Recall Job Grouping from which the employee was laid off for a period of two (2) years following the layoff. No new employee shall be hired to fill a vacant position in the Department until all employees on lay off status who are eligible and qualified to fill said vacant position have been offered reemployment during said two (2) year period following the date of layoff. Notification of recall and responses thereto are as provided in Article 23 (Seniority).

Where practical, an employee who is to be laid off will receive at least fourteen (14) days written notification of the impending layoff. The notification will be sent to the employee, return receipt requested, at his last known address. Such notification will be considered effective on the date of mailing.

During the period from July 1, 1991 through June 30, 1992, no employee covered by this Agreement will be laid off. During the period from July 1, 1992 through June 30, 1993, the Employer will attempt to avoid any layoffs of employees covered by this Agreement; however, to the extent layoffs are necessary during fiscal year 1993, the Employer will limit the number of layoffs to no more than three (3). Furthermore, during the term of this Agreement, there will be no furloughing of the employees covered by this Agreement.

ARTICLE 25

PERSONNEL FILES

The Personnel records policy for employees covered by this Agreement shall be administered in accordance with the Personnel Law, with the following exception:

At the employee's written request (which request shall not be made part of the personnel file), records of discipline up to a three day suspension, or its equivalent, will be removed from an employee's personnel file(s) eighteen (18) months after the discipline is administered so long as the employee has not been

disciplined for a related offense during the eighteen (18) month period.

Where the Union is representing an employee in a grievance filed under this Agreement, the Union may review the employee's he grievance so long as the employee provides the County with written authorization for the Union to do so.

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ARTICLE 26

SUBCONTRACTING

Employees who have completed the probationary period shall not be terminated from employment for lack of work as the result of outside contractors or temporary employees carrying out the duties normally performed by said employees.

ARTICLE 27

ANNUAL LEAVE

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

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

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

All employees may accumulate up to 920 hours of annual leave.

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

Employees shall accumulate annual leave while serving probationary period, but shall not be granted annual leave during the first ninety (90) days of service with the employer. The employee shall earn a leave credit at the appropriate rate as

indicated in paragraph 1 above which may be granted after the employee's ninetieth (90th) calendar day of service. Any absence during the first ninety (90) days of service, except due to illness (chargeable to sick leave) or for administrative reasons, shall be charged as leave without pay.

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

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

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

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

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

An employee who becomes ill, injured, or hospitalized while on vacation leave shall be able to use sick leave in lieu of vacation leave for the duration of the illness, injury or hospitalization

provided that:

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

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

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ARTICLE 28

SICK LEAVE

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

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

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

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

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

Employees covered by this Agreement shall be entitled to a lump sum cash payment for their accrued unused sick leave balance upon separation from County service by nondisciplinary separation, provided proper notice of resignation is given. Such payment shall be computed by taking the total number of unused sick leave hours as of separation, multiplying by the final base hourly rate of pay and dividing by two (2).

For employees who elect this payment, a zero sick leave balance shall be recorded upon separation. Such payment election shall be in lieu of crediting sick leave toward the pension plan, or of retaining a sick leave balance in the event of return to County service.

Any employee covered by this Agreement who uses no sick leave during any continuous twelve (12) month period covered by this Agreement shall be paid upon request for up to sixteen (16) hours of sick leave and the hours so paid will be deducted from the

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employee's sick leave record. An employee covered by this Agreement who qualifies and elects to be paid under this section must notify the County in writing of his/her election within thirty (30) days of the close of any twelve (12) month period specified herein.

The Union shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual leave by employees covered by this Agreement. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Agreement with a zero leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave under Article 31.

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

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

ARTICLE 29

PERSONAL LEAVE

As provided by the Personnel Law, one paid personal leave day per leave year shall be granted to each employee eligible for annual leave. The personal leave day shall be requested and approved in

advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

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ARTICLE 30

MILITARY LEAVE

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

To receive payment the employee shall, prior to leave or, within ten (10) working days of his return from leave, supply a copy of his official orders to the Employer.

ARTICLE 31

BEREAVEMENT LEAVE

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

ARTICLE 32

JURY DUTY

An employee who is required to perform jury service in any court (Federal or State) shall be paid his regular salary. If after

reporting for jury duty, it is determined that the employee's services are not required and the employee is dismissed from jury duty for the day, the employee must return to his regular work for the remainder of the day.

ARTICLE 33

LEAVE OF ABSENCE

Employees shall be eligible to request a leave of absence after one (1) month of service with the County.

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Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the leave of absence is approved, authorization for a leave of absence shall be furnished to the employee by the Employer in writing. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

ARTICLE 34

MATERNITY LEAVE

Employees may take any combination of approved leave, including leave without pay, up to one hundred twenty (120) days, for maternity leave, and such period may be extended at the discretion of the Employer upon the written request of the employee, up to a maximum of one hundred eighty (180) days, (including the first one hundred twenty (120) days). Where leave without pay is granted to an employee under this article, the employee will be advised at the time the leave is granted as to whether or not the employee will be able to return to the job she held at the time the leave without pay was requested. If an employee is not returned to her former job after being on approved leave without pay, she will return to a position within the same pay grade and where possible, the employee will be returned to the job she held at the time the leave was requested. At the discretion of the Employer, a part-time schedule may be worked out between the Employer and the Employee.

ARTICLE 35

PATERNAL LEAVE

In addition to the use of sick leave for the use of paternity as provided under the Personnel Law, the father of a child may also take parental leave pursuant to the provisions of Section 16-225-1 of the Personnel Law.

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ARTICLE 36

BLOOD DONATION LEAVE

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The employer may request verification of such donation.

ARTICLE 37

CIVIC DUTY LEAVE

An employee subpoenaed to appear before a court, public body or commission on matters relating to the business of the Employer shall be granted leave of absence with pay for the period required to respond to the subpoena.

ARTICLE 38

VOTING TIME

Employees who are registered voters may be granted up to two (2) hours off with pay for the purpose of voting in state, county and federal primary and general elections if the employee would otherwise be prevented from voting because of his work schedule.

ARTICLE 39

HOLIDAYS

The term holiday as used in this Agreement shall refer to the following days:

1. New Year's Day;
2. Martin Luther King's Birthday;
3. Presidential Inauguration Day;
4. Washington's Birthday;
5. Memorial Day;
6. Independence Day;
7. Labor Day;
8. County Employees' Appreciation Day;
9. Columbus Day;
10. Veteran's Day;
11. General Election Day;
12. Thanksgiving Day; and,
13. Christmas Day

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The County Executive shall establish the dates of observance for each of the regular holidays listed above.

Full-time employees covered by this Agreement shall be granted holiday leave with pay on observed holidays. Part-time employees covered by this Agreement shall be granted holiday leave with pay in proportion to the number of hours worked, provided that any such employee shall have worked a minimum of forty (40) hours during the full pay period immediately preceding the pay period within which the holiday is observed. Any full-time or part-time employee on approved, paid leave on the day a holiday occurs shall be considered on holiday leave for that day and shall be paid at the regular hourly rate of pay. To be eligible to receive holiday leave pay an employee must be in a pay status the last regular work day before and the first regular work day after the day of holiday observance.

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

An employee required to work on the day of holiday observance which coincides with his regularly scheduled work day shall be paid for all hours actually worked on the holiday at the rate of one and one-half (1 1/2) times his base hourly rate of pay in addition to his holiday pay. An employee required to work on the day of holiday observance which coincides with his regularly scheduled day off shall be paid for all hours worked at one and one-half (1 1/2) times his base hourly rate. In addition, the employee shall receive another day off.

ARTICLE 40

HEALTH AND WELFARE

The employer shall contribute seventy-five percent (75%) to the cost of the County's Managed Care Health Insurance Program (other than pre-paid group health plans) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), the Employer shall contribute ninety percent (90%) to the cost of a prepaid group health maintenance organization (HMO) for any employee who elects to participate in the program. Participating employees contribute the remaining ten percent (10%).

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Effective with contributions in June, 1992, for coverage beginning in July, 1992, the County shall contribute eighty-five percent (85%) to the cost of a prepaid group health plan or health maintenance organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining fifteen percent (15%).

Effective with contributions in June, 1993, for coverage beginning on July, 1993, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or health maintenance organization (HMO) for any employee who elects to participate in the program. Participating employee shall contribute the remaining twenty-five percent (25%).

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

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

The Employer agrees to provide, through its payroll department, a computer key for the payroll deduction of a union life insurance program, for the benefit of those employees who wish to participate in such a program, and who authorize in writing the deduction of

premiums for such a program from their pay.

ARTICLE 41

SUPPLEMENTAL RETIREMENT BENEFIT

Effective July 1, 1992, employees covered by this Agreement who are participating in the Supplemental Pension Plan for General Salary Schedule employees will be transferred to the Supplemental Pension Plan for employees covered by the labor agreement between the County and AFSCME Council 67 and its Locals 2462 and 2735 and will participate in the Plan on the same basis (in terms of funding, vesting, etc.) and at the same rate of benefit accrual as employees covered by the Agreement with Council 67 and its Locals 2735 and 2462.

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ARTICLE 42

DISCIPLINE AND DISCHARGE

Section 1. Discipline

(a) Employees shall be disciplined only for just cause.

(b) If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

(c) Any disciplinary action may be processed through the grievance procedure specified in this agreement.

(d) The parties agree to follow a progressive disciplinary policy utilizing the disciplinary methods permitted by the Personnel Law; provided, however, that the parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.

(e) The local President, Chief Shop Steward, and appropriate Steward shall receive copies of all written disciplinary actions and intended action.

Section 2. Discharge and Suspension

(a) The Employer shall not discharge any employee without just cause. If in any case the Employer feels that there is just cause for discharge, the employee involved and the Union shall be notified at least forty-eight (48) hours in advance of such action.

(b) Pending the investigation of charges which may result in the suspension or discharge of an employee or upon notice of intent to suspend or discharge an employee, the Employer may, in its discretion, place the employee on administrative leave in lieu of the measures available under the Personnel Law.

(c) The Union shall have the right to take up the suspension and/or discharge at the department head level of the grievance procedure. Where an employee is suspended or discharged, the employee shall be granted the opportunity to have a Union representative present if the employee requests that one be present.

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ARTICLE 43

GRIEVANCE PROCEDURE

A complaint or dispute between the parties or between the County and an employee, including a complaint or dispute involving the application, meaning or interpretation of the provisions of this Agreement shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he, through the Local Union President or shop steward, shall give written notice of the grievance to the Department within seven (7) working days after the occurrence of the violation or within seven (7) working days following the time when the employee should reasonably have known of its occurrence. The written notice must be signed by the employee and his Union Representative and must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. The Local Union President or shop steward and the employee's supervisor shall meet and endeavor to adjust the matter within seven (7) working days after timely notice has been given. The Department shall respond to the grievance not later than seven (7) working days after the meeting. If they fail to resolve the matter within the prescribed period, the Union may, within five (5) working days thereafter, pursue Step 2 of the Grievance Procedure.

(b) Should the Union or the County have a dispute with the

other party and, if after conferring, a settlement is not reached within ten (10) working days after occurrence of the events giving rise to the dispute, the dispute may be reduced to writing and proceed to Step 2.

Step 2. If the grievance is not resolved under Step 1, and the Union elects to pursue the matter beyond Step 1, the Chief Steward and/or the Local Union President will meet with the employee's Department Head or the Department Head's designee, for the purpose of attempting to resolve the grievance within seven (7) working days after timely receipt of the written grievance. Should the parties fail to reach an agreement, the dispute may be referred, as appropriate, to the Labor Commissioner in accordance with the provisions of Step 3 or to final and binding arbitration in accordance with the provisions of Step 4.

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Step 3. If a grievance over a suspension in excess of (3) days, a discharge or a promotion is not resolved under Step 2, and the Union, through its Council 67 representative, elects to pursue the matter beyond Step 2, a written appeal signed by the aggrieved employee and the Council 67 representative may be filed with the Labor Commissioner within five (5) days after receipt of the answer at Step 2. Within ten (10) days after receipt of the appeal, the Labor Commissioner or his designee and the Union will meet to discuss the grievance. The Labor Commissioner, or his designee, will respond within thirty (30) calendar days after the hearing. Should the parties fail to reach an agreement, the dispute may be referred to final and binding arbitration in accordance with the provisions of Step 4.

Step 4. (a) If the grievance shall have been submitted but not adjusted under Step 2, and further under Step 3 if appropriate, either the Union, through its Council 67 representative, or the County may request in writing, within seven (7) working days after the grievance has been denied at Step 2 or, when applicable, Step 3, that the grievance be submitted to an arbitrator mutually agreed upon by them. The County and the Union shall, after execution of this Agreement, attempt to mutually select a permanent panel of five (5) arbitrators but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which such a panel shall be selected. The arbitrator appointed to hear and decide any grievance dispute hereunder shall be selected from such panel. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitrator shall be borne by the losing party.

Only grievances arising as a result of disputes concerning the meaning, interpretation or application of this Agreement shall be subject to Step 4 (Arbitration).

(b) Failure of the grieving party to adhere to the time limits established in this grievance procedure shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement.

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ARTICLE 44

ENTIRE UNDERSTANDING

The parties agree that the total results of their bargaining are embodied in this Agreement and no party signatory hereto is required to render any performance not set forth in the working of this Agreement. The Agreement may be amended only by written agreement signed by the parties hereto.

ARTICLE 45

SAVINGS CLAUSE

In the event any Article, Section or portion of the Agreement shall be held invalid and unenforceable by any court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision; and, upon issuance of such a decision, the County and the Union may agree to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 46

DURATION AND REOPENER

A. This Agreement shall become effective on July 1, 1991, unless otherwise stated in specific sections, and shall remain

in full force and effect until June 30, 1993, unless reopened by AFSCME in accordance with subparagraphs B or C below. This agreement shall be automatically renewed from year to year after June 30, 1993 unless either party shall notify the other in writing no later than October 1, 1992 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

B. This Agreement may be reopened by AFSCME for the purpose of renegotiating (1) Article 12 (Wages) and (2) the last paragraph of Article 24 (Layoff and Recall) if both of the following conditions are satisfied: (1) the actual revenues received by the County's entire General Fund (i.e., the revenue categories of Real Property Tax, Personal Property Tax, Income Tax, Transfer and Recordation Tax, Other Taxes, State Shared Taxes, Licenses and Permits, Use of Money and Property, Charges for Services, Intergovernmental, Miscellaneous, Other Financing Sources, and Outside Sources), but excluding any proceeds from interfund or outside borrowing, for the entire fiscal year 1991

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(i.e., July 1, 1990 through June 30, 1991) exceeds nine hundred and eighty million dollars (\$980,000,000.00) and (2) AFSCME gives notice of its intent to exercise its right to reopen this Agreement under this subparagraph B no later than October 15, 1991. The reopener allowed by this subparagraph B shall be for purposes of renegotiating the two provisions noted above for the fiscal year 1992.

C. This Agreement may be reopened by AFSCME for the purpose of renegotiating (1) Article 12 (Wages) and (2) the last paragraph of Article 24 (Layoff and Recall) if both of the following conditions are satisfied: (1) the actual revenues received by the portion of the County's entire General Fund (i.e., the revenue categories of Real Property Tax, Personal Property Tax, Income Tax, Transfer and Recordation Tax, Other Taxes, State Shared Taxes, Licenses and Permits, Use of Money and Property, Charges for Services, Intergovernmental, Miscellaneous, Other Financing Sources, and Outside Sources), but excluding any proceeds from interfund or outside borrowing, for the entire fiscal year 1992 (i.e., from July 1, 1991 through June 30, 1992) exceeds one billion and sixty million dollars (\$1,060,000,000.00) and (2) AFSCME gives notice of its intent to exercise its right to reopen this Agreement under this subparagraph C no later than October 15, 1992. The reopener allowed by this subparagraph C shall be for purposes of renegotiating the two provisions noted above for the fiscal year 1993.

D. To effectuate the provisions of subparagraphs B and C

above, the County shall provide AFSCME, immediately upon their availability and in no event less than two weeks prior to the October 15, 1991 and October 15, 1992 deadlines referenced above, access to and copies of the nonprivileged financial records of the County to determine the amount of actual revenues received by the County's General Fund during the relevant periods of time referenced above. These financial records may be used by AFSCME and its retained experts for the purposes specified herein, but otherwise shall remain confidential.

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Signed on this 8th day of October, 1991, in Upper Marlboro, Prince George's County, Maryland.

For American Federation
of State, County and
Municipal Employees, AFL-CIO

For Prince George's County:

Council 67

Parris N. Glendening
County Executive

Local 3279

Approved as to form and legal sufficiency

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ATTACHMENT 1

Job Classifications in bargaining units covered by this Agreement

2311C	Account Clerk I	C-09
2312C	Account Clerk II	C-11
2313C	Account Clerk III	C-13
0141C	Administrative Aide I	C-13
0142C	Administrative Aide II	C-15
0143C	Administrative Aide III	C-17
0144C	Administrative Aide IV	C-19
0111C	Clerk Typist I	C-08
0112C	Clerk Typist II	C-10
0001C	General Clerk I	C-06
0002C	General Clerk II	C-08
0003C	General Clerk III	C-10
0004C	General Clerk IV	C-12
0210C	Parts Specialist I	C-12
0211C	Parts Specialist II	C-14
0006C	Permits Specialist I	C-12
0007C	Permits Specialist II	C-13

0008C	Permits Specialist III	C-16
0005C	Supervisory Clerk	C-14
1231C	Supply/Property Clerk I	C-09
1232C	Supply/Property Clerk II	C-10
1233C	Supply/Property Clerk III	C-12
1234C	Supply/Property Clerk IV	C-14

Bumping and Recall Job Groupings

1. Administrative Aide IV-I
Supervisory Clerk
Account Clerk IV-I
Clerk-Typist II-I
Supply/Property Clerk IV-I
General Clerk IV-I
Parts Specialist II-I
2. Permits Specialist III-I
Supervisory Clerk
Account Clerk IV-I
Clerk Typist II-I
Supply/Property Clerk IV-I
General Clerk IV-I
Parts Specialist II-I

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ATTACHMENT 3

SALARY SCHEDULE C
SCHEDULE OF PAY GRADES
EFFECTIVE JULY 14, 1991
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
		*	*
C06	HOURLY	6.6783	9.8409
	BIWKLY	534.26	787.27
	ANNUAL	13,891	20,469
C07	HOURLY	7.0121	10.3329
	BIWKLY	560.97	826.63
	ANNUAL	14,585	21,492
C08	HOURLY	7.3627	10.8496
	BIWKLY	589.02	867.97
	ANNUAL	15,314	22,567

C09	HOURLY	7.7308	11.3921
	BIWKLY	618.46	911.37
	ANNUAL	16,080	23,696
C10	HOURLY	8.1174	11.9617
	BIWKLY	649.39	956.94
	ANNUAL	16,884	24,880
C11	HOURLY	8.5232	12.5598
	BIWKLY	681.86	1,004.78
	ANNUAL	17,728	26,124
C12	HOURLY	8.9494	13.1877
	BIWKLY	715.95	1,055.02
	ANNUAL	18,615	27,430
C13	HOURLY	9.3968	13.8472
	BIWKLY	751.74	1,107.78
	ANNUAL	19,545	28,802
C14	HOURLY	9.8667	14.5395
	BIWKLY	789.34	1,163.16
	ANNUAL	20,523	30,242

<u>GRADE</u>		<u>34 MINIMUM</u>	<u>MAXIMUM</u>
C15	HOURLY	10.3600	15.2665
	BIWKLY	828.80	1,221.32
	ANNUAL	21,549	31,754
C16	HOURLY	10.8781	16.0298
	BIWKLY	870.25	1,282.38
	ANNUAL	22,626	33,342
C17	HOURLY	11.4219	16.8313
	BIWKLY	913.75	1,346.50
	ANNUAL	23,758	35,009
C18	HOURLY	11.9931	17.6728
	BIWKLY	959.45	1,413.82
	ANNUAL	24,946	36,759
C19	HOURLY	12.5927	18.5566
	BIWKLY	1,007.42	1,484.53
	ANNUAL	26,193	38,598

* * *

The minimum and maximum rates for grades C-06 - C-19 are the same as the December 30, 1990 General Schedule rates for corresponding grades G-06 - G-19. The hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

NOTE: 1. Merit increases for employees covered by this Agreement who earn less than the maximum of their grade shall be granted at a rate of three and a half percent (3.5%), in accordance with the Personnel Law. Employees will continue to receive 3.5% merit increases until one of the following occurs:

- a) They reach the maximum;
- b) The 3.5% increase would establish the hourly rate one percent (1%) or less below the maximum, in which case the hourly rate will be automatically adjusted upward to the maximum; or

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- c) The 3.5% merit adjustment would cause an employee's salary rate to exceed the maximum rate established for that grade, in which case the employee's salary will instead be adjusted to equal the maximum applicable rate.

Employees covered by this Agreement who are eligible to receive an anniversary increase during FY92 will not receive the appropriate anniversary salary rate increase until the employees' respective anniversary dates during Fiscal Year 1993.

2. Salary increases upon promotion or reallocation and salary decreases upon demotion shall be at the rate of ten percent (10%) and shall be applied in accordance with the Personnel Law. For purposes of a Step Reduction imposed as discipline, a step shall consist of five percent (5%) and such reductions shall be applied in accordance with the Personnel Law.

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SALARY SCHEDULE C
SCHEDULE OF PAY GRADES
EFFECTIVE APRIL 5, 1992
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
		* * *	
C06	HOURLY	7.0122	10.3329
	BIWKLY	560.98	826.63
	ANNUAL	14,585	21,492
C07	HOURLY	7.3627	10.8495
	BIWKLY	589.02	867.96
	ANNUAL	15,314	22,567
C08	HOURLY	7.7308	11.3921
	BIWKLY	618.46	911.37

	ANNUAL	16,080	23,696
C09	HOURLY	8.1173	11.9617
	BIWKLY	649.38	956.94
	ANNUAL	16,884	24,880
C10	HOURLY	8.5233	12.5598
	BIWKLY	681.86	1,004.78
	ANNUAL	17,728	26,124
C11	HOURLY	8.9494	13.1878
	BIWKLY	715.95	1,055.02
	ANNUAL	18,615	27,431
C12	HOURLY	9.3969	13.8471
	BIWKLY	751.75	1,107.77
	ANNUAL	19,546	28,802
C13	HOURLY	9.8666	14.5396
	BIWKLY	789.33	1,163.17
	ANNUAL	20,523	30,242
C14	HOURLY	10.3600	15.2665
	BIWKLY	828.80	1,221.32
	ANNUAL	21,549	31,754
C15	HOURLY	10.8780	16.0298
	BIWKLY	870.24	1,282.38
	ANNUAL	22,626	33,342

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<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
C16	HOURLY	11.4220	16.8313
	BIWKLY	913.76	1,346.50
	ANNUAL	23,758	35,009
C17	HOURLY	11.9930	17.6729
	BIWKLY	959.44	1,413.83
	ANNUAL	24,945	36,760
C18	HOURLY	12.5928	18.5564
	BIWKLY	1,007.42	1,484.51
	ANNUAL	26,193	38,597
C19	HOURLY	13.2223	19.4844
	BIWKLY	1,057.78	1,558.75
	ANNUAL	27,502	40,528

* * *

The minimum rates for grades C-06 - C-19 are the July 14, 1991 rates multiplied by 105% and rounded to the nearest hundredth of a cent. The maximum hourly rates for grades C-06 - C-19 are the July 14, 1991 rates multiplied by 105% and rounded to the nearest hundredth of a cent. The hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.