

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1997 Legislative Session

Bill No. _____ CB-38-1997

Chapter No. _____ 27

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

Introduced by _____ Council Members Wilson, Bailey, Estep and Del Giudice

Co-Sponsors

Date of Introduction _____ April 29, 1997

BILL

AN ACT concerning

Collective Bargaining Agreement - Council 67,

American Federation of State, County and Municipal Employees

AFL-CIO, and its affiliated Local 3279

(Department of Environmental Resources, Clerical Units I and II).

For the purpose of amending the labor agreement by and between Prince George's County and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local 3279 to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(19),

The Prince George's County Code

(1995 Edition).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(19) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

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 (Department of Environmental Resources, Clerical Units I and II).

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 Employees, AFL-CIO, and its affiliated Local 3279, [on June 3, 1994 and the amendment thereto dated June 20, 1994] March 10, 1997, 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 agreement shall be retroactively effective to July 1, 1995.

Adopted this 3rd day of June , 1997.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Dorothy F. Bailey
Chair

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____

BY:

Wayne K. Curry
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

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, 1995 - June 30, 1997

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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 Nos. 16-39-00260-89W AND 16-390-00238-94 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.

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, sexual orientation, marital status, race, color, religion, national origin, 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, disability, age, marital status, political affiliation, religion, color, sex, sexual orientation 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.

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 parties agree to participate in a Labor-Management Committee, which may meet as issues arise, but no more than once a month, unless agreed to by both parties. The Committee will consist of no more than three (3) members each from labor and management. The labor members may be selected from the Local Union President, the Local Union Shop Stewards, the Chief Steward, or Council 67 representatives. The parties may agree in the context of a specific meeting to have more than three (3) representatives from each side. When agenda items affect a specific group of employees covered by this Agreement (e.g., landfill employees), 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 (1) 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.

Union Stewards shall be responsible in the units where they are employed, for representing the Union and members of the bargaining unit in meetings 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
- 1 - Tech Center IV
- 1 - Landfill
- 1 - County Administration 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 1 level and to attend Step 1 meetings, and the Local Union President will also be granted reasonable time off to attend Step 2 meetings where appropriate. The parties agree that time spent by stewards and the Local Union President in investigating Step 1 grievances will be kept to a minimum; and, that grievance investigations will at all times be conducted so as not to interfere unreasonably or unnecessarily with the Employer's operations. The parties also agree that Union stewards and Union presidents will provide as much advance written notice (for example, a leave slip) as possible of the need for time off to investigate grievances or to attend a Step 1 or 2 meeting.

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 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 and presented to the Employer during the month of June..

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 Union will also be permitted reasonable use of the County telephone system.

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

AFSCME Locals 2462, 2735 and 3279 and Council 67 shall appoint one (1) bargaining unit member from all of the units represented by AFSCME Locals 2462, 2735 and 3279 to serve as the Chief Steward for all the employees in those units. The Chief Steward shall be a County employee on payroll status and shall be responsible for labor relations activities associated with the administration of this Agreement on a full-time basis. Furthermore, he/she shall be responsible for coordinating and processing of 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 granted administrative leave to attend Union sponsored training classes during a calendar year. A single bank of fifty (50) days administrative leave will be available for attendance both at conventions and/or conferences in the paragraph immediately above and for Union sponsored training.

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, Union Local, and the capacity in which they will be attending the event. The Office of Labor Relations will forward the request to the department head for approval. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld.

Employees 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

- A. Cost of Living Increases: No employee covered by this Agreement will receive cost of living adjustments during the period from July 1, 1995 through June 30, 1997.
- B. Modified Wage Scale: Modifications to the Wage Scale as described in Attachment 3, Section I. PAY PLAN DESCRIPTION AND GENERAL RULES, attached hereto, are effective beginning July 1, 1994.
- C. Merit Increases: Employees covered by this Agreement who would otherwise be entitled to receive any merit step (anniversary) increases during the period from July 1, 1995 through June 30, 1997 will not receive any and forgo them.

Most Favored Nation Clause

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

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/her department at least five (5) working days prior to the date on which the employee wishes to receive that advance check from the Office of Finance.

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.

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

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

Snow and Ice Removal

1. The Director, at his/her sole discretion, may designate a snow and ice control operation as a special operation.
2. Where the Director has designated a snow and ice operation as a special operation, he/she may, at his/her discretion, schedule employees to work snow and ice removal operations in a manner which he/she believes is necessary for safe and efficient operations.
3. On days when the Director has designated snow and ice control as a special operation, employees who report to work at all times so required will be paid for all hours actually worked during what would be the employee's normal hours of work at the rate of pay normally applicable to those hours of work and for all hours of work actually worked outside of what would be the employee's normal hours of work at the appropriate overtime rate.

4. Where, pursuant to paragraph 2, above, employees who report at their normal starting time (e.g., 7:30 a.m.) on the first (1st) day of a snow and ice removal special operation are relieved of duty prior to completion of their regularly scheduled shift, the employees will be paid administrative leave or compensatory leave at the straight-time rate on an hour for hour basis for the balance of their regularly scheduled shift hours not actually worked. On subsequent days, employees who work fewer than a total of eight (8) hours during the day (whether straight-time or overtime) will be paid the difference between the number of hours worked and eight (8) hours in administrative leave or compensatory leave at the straight-time rate. In all cases, however, the employee will receive a minimum of eight (8) hours (overtime and straight-time combined) of pay per day. The decision as to whether to pay compensatory or administrative leave is solely the Director's, provided, however, that any compensatory leave so earned will not be forfeited.
5. An employee who has an unexcused absence from work (i.e., AWOL) during any workweek in which these Snow and Ice Removal Provisions are involved will forfeit the benefits of these provisions and will be paid only for hours actually worked on snow and ice removal that week in accordance with the other terms of this Agreement.
6. Notwithstanding Article 39 (Holidays), when a holiday is observed on a day that a special operation is designated for snow and ice removal, any employee covered by this Agreement who works on that day will be paid at the rate of two and one-half (2 1/2) times their regular rate for all hours worked when the special operation is in effect on the holiday.

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.

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 (40) 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 seventh (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 ten dollars (\$10.00) by providing the Department with a receipt for the meal.

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

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

ARTICLE 16 -- CALL-INPAY

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 approved safety shoes shall be entitled to reimbursement of up to two hundred dollars (\$200.00) during the two (2) year period covered by this Agreement toward the purchase of approved safety shoes.

ARTICLE 18 -- TEMPORARY ASSIGNMENTS

Employees who are required to perform duties of a higher job classification after seven (7) consecutive work days shall be compensated retroactively at the rate of that higher classification. No employee shall be required to perform such work for more than one hundred twenty (120) days in any one (1) calendar year.

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

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 (2nd) 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 (2nd) level of the allocation upon serving the requisite time-in-grade for the position provided that the employee has also received satisfactory performance evaluations while

working at the first (1st) level. 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 (6) months).

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.

(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 ninety (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/her previous grade and position.

ARTICLE 22 -- TRANSFERS

If an employee desires to transfer to a vacant position within his/her 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/her 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.

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 employee's 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.

The County shall furnish to the Union, at least once a month, written notice of all new employees in bargaining unit positions showing their hire date, job title, salary and work location. The list shall also include all permanent transfers of County employees into and out of the bargaining unit positions.

ARTICLE 24 -- LAYOFF AND RECALL

Reduction-in-force will be administered in accordance with the Personnel Law.

The duly elected president of the local shall be granted superseniority for the duration of his/her time of office. The grant of superseniority means that the Union president will be the last bargaining unit employee to be laid off in the event that a reduction-in-force affects bargaining

unit employees. Once out of office, the former president shall revert to his/her regular seniority date.

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 and including a three (3) 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. Records of discipline involving a four (4) to ten (10) day suspension will be removed at the employee's written request thirty-six (36) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the thirty-six (36) month period.

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

The Department will distribute the employee's copy of any processed Employee Action Notification in a manner which ensures confidentiality.

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.

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

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

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

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

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

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

Approved vacation requests shall not be subject to cancellation except in cases of emergency as determined by the Department Director, and employees covered by this 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/she made subsequent to the approval of his/her 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/her 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/her 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.

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.

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 (0) leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave 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 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

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

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);
2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;
3. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, the employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following limitation:
 - a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the 1996 leave year (i.e. January 4, 1997) or 360 hours, whichever is greater.
4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of January 4, 1997, or as otherwise established by an applicable collective bargaining agreement and/or salary schedule. Sick leave earned beginning the first pay period of 1997 is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County

sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

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

ARTICLE 30 -- PERSONAL LEAVE

Two (2) paid personal leave days per wage reporting year shall be granted to each employee eligible for annual leave. A personal leave day shall be requested and approved in advance of use. Personal leave may be used in one-hour increments. 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.

ARTICLE 31 -- MILITARY LEAVE

Military leave shall be approved for an employee by the employee's appointing authority as follows:

(1) Military Leave With Pay

Military Leave with pay, not to exceed fifteen (15) working days per wage reporting year, shall be granted to employees who are reservists or members of the National Reserve or Guard ordered to active training duty. In addition, military leave with pay shall be approved by the appointing authorities for employees who are members of the National Reserve or Guard when ordered on domestic emergency duty related to disaster relief or civil disturbance, provided, however, that such leave shall not exceed fifteen (15) working days for each such domestic emergency, except where longer leave periods are authorized under the provisions of Article 65, Section 42 of the Annotated Code of Maryland.

(2) Military Leave Without Pay

Military leave without pay shall be approved by an appointing authority when an employee enlists or is drafted into the United States Armed Forces during a time of war or a time of national emergency or, upon exhaustion of an employee's military leave with pay entitlement, when a member of the National Reserve or Guard is required to perform active duty for training or inactive duty training in accordance with Section 2024 of Title 38 of the United States Code (Veterans Reemployment Act).

(3) Restoration to Position After Military Leave Without Pay

An employee shall be entitled to return to the position the employee occupied at the time the employee was granted military leave without pay, as provided in subparagraph (a)(2) above, subject to the following conditions:

- (A) The employee requests the employee's appointing authority to restore the employee to the employee's position within ninety (90) calendar days after the effective date of the employee's discharge from active military duty; and,
- (B) The employee, if hospitalized at the time of discharge from active military duty, requests the employee's appointing authority to restore the employee to the employee's position within ninety (90) calendar days after discharge from the hospital; and,
- (C) The employee was discharged from active military duty under honorable conditions; and,
- (D) In the event an employee sustains a disability during military service and cannot perform the duties of his or her former position, the employee shall be reinstated in a position with similar pay, circumstances and seniority.

ARTICLE 32 -- 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 (1st) leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave. Notwithstanding the foregoing, the first three (3) leave days will be administrative leave days upon the death of a spouse (or a parent if the employee is unmarried) or child.

ARTICLE 33 -- JURY DUTY

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

ARTICLE 34 -- LEAVE OF ABSENCE

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

Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the 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 35 -- FAMILY AND MEDICAL LEAVE

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

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/her 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. Thanksgiving Day; and,
12. Christmas Day

Further, beginning in the 1998 wage reporting year, employees will be granted an additional four (4) hours of personal leave each leave year in lieu of the former General Election Day holiday.

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

Full-time employees covered by this 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/she shall be entitled to another day off.

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

ARTICLE 40 -- HEALTH AND WELFARE

The Employer shall contribute seventy-five percent (75%) to the cost of the County's Health Insurance Program (CountyCare Choice) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

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

The County agrees to allow the Union to participate in the solicitation and proposal review process for the County's Health Insurance Program and other prepaid health programs.

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

Employees covered by this Agreement shall participate in the Supplemental Pension Plan for employees covered by the labor agreements 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, IRS Pickup Plan, etc.) and at the same rate of benefit accrual as employees covered by the agreements with Council 67 and its Locals 2735 and 2462.

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.

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 judges that he or she is aggrieved by a violation of this Agreement, he or she, 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 or her 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, or where an employee subject to the provisions of this Agreement believes he or she is aggrieved by a disciplinary action other than a dismissal or demotion and gives written notice of his/her appeal, signed by the Chief Steward, within the five (5) day period following the final action, he or she, through the Chief Steward will meet with the employee's Division Chief or the Division Chief'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 by the Union within five (5) days after receipt of the answer at Step 2 by filing a written appeal signed by the employee and the Chief Steward with the Department Director.

Step 3. If the grievance is not resolved under Step 2, and the Union elects to pursue the matter beyond Step 2, or where an employee subject to the provisions of this Agreement believes he or she is aggrieved by a dismissal or demotion and gives written notice of his/her appeal, signed by the Chief Steward, within the five (5) day period following the final action, the Chief Steward 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 4 or to final and binding arbitration in accordance with the provisions of Step 5.

Step 4. If a grievance over a suspension in excess of three (3) days, a discharge or a promotion is not resolved under Step 3, and the Union, through its Council 67 representative, elects to pursue the matter beyond Step 3, 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 3. 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 5.

Step 5. (a) If the grievance shall have been submitted but not adjusted under Step 3, and further under Step 4 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 3 or, when applicable, Step 4, 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 5 (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/her and he/she shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement.

The management representative hearing the grievance will not be a bargaining unit member.

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

This Agreement shall become effective on July 1, 1995, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1997. This Agreement shall be automatically renewed from year to year after June 30, 1997 unless either party shall notify the other in writing no later than October 1, 1996 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this . day of _____, 1997, 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

Wayne K. Curry
County Executive

Local 3279

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
6719C	Weighmaster I	C-12
6720C	Weighmaster II	C-14
1301C	Public Service Aide I	C-02
1302C	Public Service Aide II	C-04

ATTACHMENT 3

MODIFIED C-SCALE
FOR
AFSCME LOCAL 3279

RATES	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>
VALUE OF STEP(S)		3.5%...	5%	5%

I. PAY PLAN DESCRIPTION AND GENERAL RULES

A. Pay plan modifications effective July 1, 1994

B. MIN-MAX pay plan with two (2) longevity steps, derived as follows:

MINIMUM rate is the Minimum rate which has been effective since June 27, 1993.

MAXIMUM rate is the Maximum rate which has been effective since June 27, 1993.

SENIOR rate is a longevity step five percent (5%) above the MAXIMUM rate.

SENIOR PLUS rate is a longevity step five percent (5%) above the SENIOR rate.

C. Merit increases for employees whose rate is between the MINIMUM rate and the MAXIMUM rate for their grade shall be granted at a rate of three and one-half percent (3.5%), in accordance with the Personnel Law. Employees will continue to receive three and one-half percent (3.5%) merit increases until one of the following occurs:

1. They reach the MAXIMUM rate; or,
2. The three and one-half percent (3.5%) increase would establish their hourly rate one percent (1%) or less below the MAXIMUM rate, in which case the hourly rate will be automatically adjusted upward to the MAXIMUM rate; or,
3. The three and one-half percent (3.5%) merit adjustment would cause an employee's salary rate to exceed the MAXIMUM rate established for that grade, in which case the employee's salary will instead be adjusted to equal the MAXIMUM rate; or,
4. The employee has completed ten (10) years of continuous service in the same pay grade, in which case the employee will be placed at the MAXIMUM rate for his or her grade if not there already.

D. The waiting period to advance to the SENIOR rate is two (2) years at the MAXIMUM rate; to the SENIOR PLUS rate, two (2) years at the SENIOR rate.

E. Promotions, Reallocations and Demotions.

1. For Employees Within the MINIMUM to MAXIMUM range.

a. Promotions and Reallocations.

Employees within the MINIMUM rate to MAXIMUM rate range will receive a salary increase upon promotion or reallocation at the rate of two (2) five percent (5%) steps (that is, 10.25%) provided that the employee's salary rate upon promotion shall not be at a rate less than the MINIMUM rate or in excess of the MAXIMUM rate.

b. Demotions.

Employees within the MINIMUM rate to MAXIMUM rate range who are demoted will receive a salary decrease of two (2) five percent (5%) steps (that is, 10.25%), provided that: 1) If the resulting rate exceeds the MAXIMUM rate of the new grade, the employee will be placed at the closest rate in the new grade (that is, SENIOR rate or SENIOR PLUS rate) which does not exceed a 10.25% decrease. 2) In no event may the rate upon demotion be less than the MINIMUM rate or exceed the SENIOR PLUS rate.

2. For Employees At MAXIMUM, SENIOR and SENIOR PLUS rates.

a. Promotions and Reallocations.

i. One or Two Grades

Employees at the MAXIMUM, SENIOR or SENIOR PLUS rates who are promoted or reallocated by one (1) or two (2) grades will receive a salary increase of one (1) five percent (5%) step or two (2) five percent (5%) steps (that is, 10.25%), respectively, upon promotion or reallocation and receive the rate of the corresponding step of the new grade after promotion or reallocation.

Examples of one (1) or two (2) grade promotions and reallocations from MAXIMUM, SENIOR or SENIOR PLUS rates:

- a) An employee who is promoted from the MAXIMUM rate at C-10 by one (1) grade will be placed at the C- 11 MAXIMUM rate.
- b) An employee who is promoted from the SENIOR rate at C-10 by two (2) grades will be placed at the C- 12 SENIOR rate.
- c) An employee who is reallocated from the SENIOR PLUS rate at C-10 by one (1) grade will be placed at the C-11 SENIOR PLUS rate.

ii. More than Two Grades

Employees at the MAXIMUM, SENIOR or SENIOR PLUS rates who are promoted or reallocated more than two (2) grades on the C-Scale will receive a wage increase equal to two (2) five percent (5%) steps (that is, 10.25%) and be placed at that rate (within the range of MINIMUM rate to MAXIMUM rate, or at MAXIMUM rate or SENIOR rate, as appropriate) on the new promotional grade.

Examples of multigrade promotions (or reallocations) from MAXIMUM, SENIOR or SENIOR PLUS rates:

- a) An employee who is promoted from the C-10 MAXIMUM rate by three (3) grades to C-13 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed on C-13 at a rate which is approximately five percent (5%) below the C-13 MAXIMUM rate.
- b) An employee who is promoted from the C-10 MAXIMUM rate by four (4) grades to C-14 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed on C-14 at a rate which is approximately ten and one-fourth percent (10.25%) below the C- 14 MAXIMUM rate.
- c) An employee who is promoted from the C-10 MAXIMUM rate by five (5) grades to C-15 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed at a rate which is approximately fifteen and three-fourths percent (15.76%) below the C- 15 MAXIMUM rate.
- d) An employee who is promoted from the C-10 SENIOR rate by three (3) grades to C-13 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed at the MAXIMUM rate of C-13.

- e) An employee who is promoted from the C-10 SENIOR PLUS rate by three (3) grades to C-13 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed at the SENIOR rate of C-13.
- f) An employee who is promoted from the C-10 SENIOR PLUS rate by four (4) grades to C-14 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed at the MAXIMUM rate of C-14.
- g) An employee who is promoted from the C-10 SENIOR PLUS rate by five (5) grades to C-15 will receive a salary increase of two (2) five percent (5%) steps (that is, 10.25%) and be placed at a rate five percent (5%) below the MAXIMUM rate of C-15.

b. Demotions.

i. One or Two Grades

Employees at the MAXIMUM, SENIOR or SENIOR PLUS rates who are demoted by one (1) or two (2) grades will be placed at the step of the new grade (MAXIMUM, SENIOR or SENIOR PLUS) which corresponds to their step before demotion and represents a salary decrease of one (1) five percent (5%) step or two (2) five percent (5%) steps (i.e., 10.25%), respectively.

Examples of one or two grade demotions from MAXIMUM, SENIOR or SENIOR PLUS rates:

- a) An employee who is demoted from the SENIOR rate at C-12 by two (2) grades will be placed at the C-10 SENIOR rate and receive a salary decrease of two (2) five percent (5%) steps (that is, 10.25%).
- b) An employee who is demoted from the SENIOR PLUS rate at C-12 by one (1) grade will be placed at the C-11 SENIOR PLUS rate and receive a salary decrease of one (1) five percent (5%) step.

ii. By More than Two Grades

Employees at the MAXIMUM and SENIOR rates who are demoted by three (3) or more grades will be placed at the step of the grade after the demotion which results in a salary decrease of two (2) five percent (5%) steps (that is, 10.25%), except that when placement on MAXIMUM, SENIOR OR SENIOR PLUS of the new grade will all result in a salary reduction of more than 10.25% the employee will be placed on the highest step, SENIOR PLUS.

Employees at the SENIOR PLUS rate who are demoted by three (3) or more grades will be placed at the SENIOR PLUS rate of the new grade upon demotion.

Examples of demotions of three (3) or more grades from MAXIMUM, SENIOR or SENIOR PLUS rates:

- a) An employee who is demoted from the MAXIMUM rate at C-16 by three (3) grades will be placed at the C-16 SENIOR rate, resulting in a salary decrease of two (2) five percent (5%) steps (that is, 10.25%).
- b) An employee who is demoted from the SENIOR C-12 by four (4) grades to C-08 will be placed at the C-08 SENIOR PLUS rate. (MAXIMUM, SENIOR, and SENIOR PLUS all represent more than a 10.25% decrease. The employee is placed at the SENIOR PLUS rate, the highest step.)
- c) An employee who is demoted from the SENIOR PLUS rate at C-12 by four (4) grades to C-08 will be placed at the C-08 SENIOR PLUS rate.

F. Step Reductions.

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.

II. SPECIAL RULES FOR FY95

- A. On their anniversary dates in FY95, employees whose salary rate is less than the MAXIMUM rate will resume merit step increases pursuant to I.C., above.
- B. On their anniversary dates in FY95, employees whose salary rate was at MAXIMUM on June 27, 1993, will be moved to SENIOR rate. They will also be eligible for back pay in accordance with the principles of CR-40-1993, as follows:

Backpay will be equal to the difference between the merit increase received on March 7, 1993 (or none, if that were the case) and 3.5% for the period from June 27, 1993 until their anniversary date in FY95. (Examples: Employee A, who received no merit increase in FY93, would have a CR-40 factor of 3.5%, that is, 3.5% less zero percent (0%); while Employee B, who received a 1.3% merit increase to MAXIMUM rate in FY93, would have a CR-40 factor of 2.2%, that is, 3.5% less 1.3%; and, finally, Employee C, who received a full 3.5% merit increase to MAXIMUM rate in FY93, would have a CR-40 factor of zero percent (0%), that is, 3.5% less 3.5%, and receive no backpay.)

- C. On June 25, 1995, employees below the MAXIMUM rate who were eligible to receive but did not receive a merit step increase during FY94 shall have that step restored.
- D. On June 25, 1995, employees at the SENIOR rate with fourteen (14) or more years of service shall be placed at the SENIOR PLUS rate and receive a five percent (5%) increase.

SALARY SCHEDULE C
SCHEDULE OF PAY GRADES
IN EFFECT JULY 1, 1995
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>
C-02	HOURLY	6.0970	8.9841	9.4333	9.9050
	BIWKLY	487.75	718.73	754.67	792.40
	ANNUAL	12,682	18,687	19,621	20,602
C-03	HOURLY	6.4018	9.4333	9.9050	10.4003
	BIWKLY	512.14	754.67	792.40	832.02
	ANNUAL	13,316	19,621	20,602	21,632
C-04	HOURLY	6.7219	9.9050	10.4002	10.9203
	BIWKLY	537.75	792.40	832.02	873.62
	ANNUAL	13,982	20,602	21,632	22,714
C-05	HOURLY	7.0580	10.4002	10.9202	11.4663
	BIWKLY	564.64	832.02	873.62	917.30
	ANNUAL	14,681	21,632	22,714	23,850
C06	HOURLY	7.4109	10.9202	11.4662	12.0396
	BIWKLY	592.87	873.62	917.30	963.17
	ANNUAL	15,415	22,714	23,850	25,042
C07	HOURLY	7.7812	11.4663	12.0397	12.6417
	BIWKLY	622.50	917.30	963.18	1,011.34
	ANNUAL	16,185	23,850	25,043	26,295
C08	HOURLY	8.1704	12.0396	12.6416	13.2737
	BIWKLY	653.63	963.17	1,011.33	1,061.90
	ANNUAL	16,994	25,042	26,295	27,609
C09	HOURLY	8.5788	12.6416	13.2737	13.9373
	BIWKLY	686.30	1,011.33	1,061.90	1,114.98
	ANNUAL	17,844	26,295	27,609	28,990
C10	HOURLY	9.0078	13.2737	13.9373	14.6341
	BIWKLY	720.62	1,061.90	1,114.98	1,170.73
	ANNUAL	18,736	27,609	28,990	30,439

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>
C11	HOURLY	9.4581	13.9374	14.6342	15.3660
	BIWKLY	756.65	1,114.99	1,170.74	1,229.28
	ANNUAL	19,673	28,990	30,439	31,961
C12	HOURLY	9.9310	14.6342	15.3660	16.1344
	BIWKLY	794.48	1,170.74	1,229.28	1,290.75
	ANNUAL	20,656	30,439	31,961	33,560
C13	HOURLY	10.4275	15.3660	16.1344	16.9411
	BIWKLY	834.20	1,229.28	1,290.75	1,355.29
	ANNUAL	21,689	31,961	33,560	35,237
C14	HOURLY	10.9489	16.1344	16.9411	17.7881
	BIWKLY	875.91	1,290.75	1,355.29	1,423.05
	ANNUAL	22,774	33,560	35,237	36,999
C15	HOURLY	11.4963	16.9410	17.7880	18.6774
	BIWKLY	919.70	1,355.28	1,423.04	1,494.19
	ANNUAL	23,912	35,237	36,999	38,849
C16	HOURLY	12.0713	17.7880	18.6774	19.6113
	BIWKLY	965.70	1,423.04	1,494.19	1,568.90
	ANNUAL	25,108	36,999	38,849	40,792
C17	HOURLY	12.6747	18.6773	19.6112	20.5918
	BIWKLY	1,013.98	1,494.18	1,568.90	1,647.34
	ANNUAL	26,363	38,849	40,791	42,831
C18	HOURLY	13.3085	19.6113	20.5919	21.6215
	BIWKLY	1,064.68	1,568.90	1,647.35	1,729.72
	ANNUAL	27,682	40,792	42,831	44,973
C19	HOURLY	13.9740	20.5919	21.6215	22.7025
	BIWKLY	1,117.92	1,647.35	1,729.72	1,816.20
	ANNUAL	29,066	42,831	44,973	47,221

The hourly rates are the November 13, 1994 rates multiplied by 102%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. 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 one-half percent (3.5%), in accordance with the Personnel Law. Employees will continue to receive three and one-half percent (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
- 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.

2. Steps for the purpose of promotions, demotions, discipline, and reallocations shall be at the rate of five percent (5%) and shall be governed by the Personnel Law.