

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2006 Legislative Session

Bill No. CB-10-2006

Chapter No. 6

Proposed and Presented by The Chairman (by request – County Executive)

Introduced by Council Members Dernoga, Peters, Knotts, Dean, Exum, Harrington,

Campos and Bland

Date of Introduction March 7, 2006

BILL

1 AN ACT concerning

2 Collective Bargaining Agreement – Service Employees International Union

3 Local 400PG

4 For the purpose of enacting a labor agreement by and between Prince George's County,
5 Maryland, and the Service Employees International Union Local 400PG, to provide for wages
6 and certain other terms and conditions of employment for personnel classifications certified by
7 the Prince George's County Public Employee Relations Board.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 16. PERSONNEL.

10 Section 16-233(f),

11 The Prince George's County Code

12 (2003 Edition, 2005 Supplement).

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15 repealed and reenacted with the following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 19. COLLECTIVE BARGAINING.

18 **Sec. 16-233. General.**

19 * * * * *

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

21 * * * * *

1 (26) Declaration of Approval – Service Employees International Union Local 400PG
2 (State’s Attorney’s Office).

3 The County Council of Prince George’s County, Maryland, having fully considered the
4 labor agreement concluded between Prince George’s County, Maryland and the Service
5 Employees International Union Local 400PG on January 27, 2006, hereby approves said
6 agreement in accordance with the provisions of Section 13A-109 of the Prince George’s County
7 Code.

8 * * * * * * * *

9 SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect on forty-five (45)
10 calendar days after it becomes law and that the Agreement shall be retroactively effective to
11 July 1, 2005.

Adopted this 28th day of March, 2006.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Thomas E. Dernoga
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Jack B. Johnson
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
SERVICE EMPLOYEES INTERNATIONAL UNION - LOCAL 400PG
JULY 1, 2005 – JUNE 30, 2007

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE.....	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – MANAGEMENT’S RIGHTS	1
ARTICLE 4 – NON-DISCRIMINATION	1
ARTICLE 5 – COOPERATION	2
ARTICLE 6 – SHOP STEWARDS/UNION OFFICIALS	2
ARTICLE 7 – UNION SECURITY	3
ARTICLE 8 – UNION COMMUNICATIONS	4
ARTICLE 9 – UNION BUSINESS LEAVE	4
ARTICLE 10 – C.O.P.E. DEDUCTION	5
ARTICLE 11 – NO STRIKE OR LOCKOUT	5
ARTICLE 12 – WAGES.....	5
ARTICLE 13 – HOURS OF WORK.....	6
ARTICLE 14 – REST PERIOD	6
ARTICLE 15 – CALL-IN PAY	6
ARTICLE 16 – TEMPORARY ASSIGNMENTS	6
ARTICLE 17 – SAFETY AND HEALTH	7
ARTICLE 18 – PROBATIONARY PERIOD	7
ARTICLE 19 – PROMOTIONS/SENIORITY	7
ARTICLE 20 – TRANSFERS.....	7
ARTICLE 21 – LAYOFF AND RECALL.....	8
ARTICLE 22 – PERSONNEL FILES	8
ARTICLE 23 – SUBCONTRACTING	8
ARTICLE 24 – ANNUAL LEAVE.....	8
ARTICLE 25 – SICK LEAVE.....	9
ARTICLE 26 - SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION	9
ARTICLE 27 – PERSONAL LEAVE.....	10
ARTICLE 28 – MILITARY LEAVE.....	11
ARTICLE 29 – BEREAVEMENT LEAVE	12
ARTICLE 30 – JURY DUTY.....	12

ARTICLE 31 – LEAVE OF ABSENCE 12

ARTICLE 32 – FAMILY AND MEDICAL LEAVE 13

ARTICLE 33 – BLOOD DONATION LEAVE 13

ARTICLE 34 – CIVIC DUTY LEAVE..... 13

ARTICLE 35 – VOTING TIME..... 13

ARTICLE 36 – HOLIDAYS 13

ARTICLE 37 – HEALTH AND WELFARE 14

ARTICLE 38 – DISCIPLINE AND DISCHARGE 15

ARTICLE 39 – GRIEVANCE PROCEDURE..... 16

ARTICLE 40 – JOB DESCRIPTION 18

ARTICLE 41 – ENTIRE UNDERSTANDING 18

ARTICLE 42 – SAVINGS CLAUSE 18

ARTICLE 43 – DURATION AND REOPENER..... 18

ATTACHMENT A – SCHEDULED PAY RATES 20

ATTACHMENT B – PUBLIC EMPLOYEE RELATIONS BOARD (PERB)

CERTIFICATION LIST..... 23

ARTICLE 1 – PURPOSE

This Collective Bargaining Agreement (“Agreement”) is entered into by Prince George’s County, Maryland, and the State’s Attorney’s Office for Prince George’s County, Maryland, (“County” or “State’s Attorney” or “Employer”) and Service Employees International Union Local 400PG, (“Union” or “SEIU Local 400PG”), and has as its purpose the promotion of harmonious relations between the County, State’s Attorney’s Office and SEIU Local 400PG; 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 of work and other conditions of employment for the employees covered hereunder. Any matter not covered by this Agreement shall be administered in accordance with County Personnel Law.

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. R-2004-03 for the purpose of negotiating matters of wages, hours of work and other terms and conditions of employment. The specific job classifications included by these certifications are listed in Attachment B.

ARTICLE 3 – MANAGEMENT’S RIGHTS

Nothing in this Agreement shall affect the right of the County or State’s Attorney’s Office to determine the standards of service offered the public; to maintain the efficiency of the State’s Attorney’s operations; to determine the methods, means and personnel by which the 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 State’s Attorney’s Office.

ARTICLE 4 – NON-DISCRIMINATION

A. 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.

B. The County and State’s Attorney’s Office agree 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 Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

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

D. 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 be subject to arbitration.

E. The County agrees to provide the Union with a copy of the Affirmative Action Plan. Additionally, the County will provide a copy of the Equal Employment Opportunity complaint procedure to an employee upon his/her request.

ARTICLE 5 – COOPERATION

A. 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.

B. 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 all parties. The Committee will consist of no more than two (2) members each from Labor and Management. The Labor members will be selected by the Local Union President. The parties may agree in the context of a specific meeting to have more than two (2) representatives from each side.

ARTICLE 6 – SHOP STEWARDS/UNION OFFICIALS

A. The County and State's Attorney's Office shall recognize and deal with appropriate Union Representatives as set forth herein in areas designated below in regard to grievances filed under this Agreement.

B. "Union Representatives" means any person designated or elected by the Union officially to represent its members.

C. The Union shall designate a Steward and staff representatives and give their work locations to the State's Attorney's Office and 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 and State's Attorney's Office of any changes of such Stewards and/or alternates.

D. The County and the State's Attorney's Office shall prepare, keep current and provide to the Union a list of 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.

E. The Steward shall be responsible 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.

F. Union Stewards and the Local Union President or designee 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 and Step 2 meetings where appropriate. The parties agree that time spent by Stewards 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 the Union Steward and Union Staff Representative will provide as much advance notice as possible of the need for time off to investigate grievances or to attend a Step 1 or Step 2 meeting.

ARTICLE 7 – UNION SECURITY

A. 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.

B. The Union, upon the presentation of dues deduction authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues deducted from their paychecks on a biweekly 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.

C. SEIU Local 400 PG will provide to any bargaining unit employee who so requests its procedure that demonstrates to that employee the Union's compliance with applicable U.S. Supreme Court decisions concerning service fees.

D. The Union, upon the presentation of service fee authorization by the Union to the County, shall be entitled to have such employees' service fees deducted from their paychecks on a biweekly basis and remitted to the Union.

E. 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

A. The State's Attorney's Office 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.

B. Provided always that the distribution needs of the Employer 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, electronic mail system and/or photocopy systems, provided the Union provides its own paper.

C. The State's Attorney's Office will permit SEIU Local 400 PG to maintain an official mailbox at work sites. The boxes will be provided by the Union. Mail delivered to these boxes will be delivered unopened. Bulletin boards and mailboxes to be in each building where a member of the bargaining unit regularly works and situated in a location frequented by bargaining unit members.

D. The Employer 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

A. SEIU Local 400 PG shall appoint one (1) bargaining unit member to serve as Steward and one bargaining unit member to serve as Alternate Steward for the entire bargaining unit. The Steward shall be an employee of the State's Attorney's Office on payroll status and shall be responsible for labor relations activities associated with the administration of this Agreement. Furthermore, he/she shall be responsible for coordinating and processing of grievances. These activities shall be conducted without disrupting the work of any County employees who are not directly involved.

B. The County shall grant, after request to and approval of the State's Attorney's Office, 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 eight (8) days administrative leave for attendance at such conventions and/or conferences, and such leave shall not be unreasonably withheld. The two delegates shall not be from the same unit.

C. Additionally, any members covered under this Agreement shall be granted administrative leave to attend Union sponsored training classes during a calendar year. A single bank of thirty (30) days administrative leave per calendar year will be available to attend Union sponsored training classes, conventions and/or conferences. The members of the negotiating team shall be

granted up to twenty-four (24) hours of administrative leave each to prepare for negotiations provided that no two (2) members work in the same division.

D. Request for leave under this Article shall be submitted to the State's Attorney's Office for approval. Approval will not be unreasonably withheld.

ARTICLE 10 – C.O.P.E. DEDUCTION

The County agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's C.O.P.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, slow-up or work stoppage, the Union shall promptly and publicly disavow such unauthorized conduct.

ARTICLE 12 – WAGES

A. Cost of Living Adjustment

1. Effective the first full pay period beginning on or after July 1, 2005, employees covered by this Agreement will receive a two and one-half percent (2-1/2%) increase to their base wages.

2. Effective the first full pay period beginning on or after July 1, 2006, employees covered by this Agreement will receive a two and one-half percent (2-1/2%) increase to their base wages.

B. Salary Schedule

Establishment of Salary Schedule V as described in Attachment A attached hereto, is effective beginning July 1, 2005. A description regarding the derivation of Salary Schedule V is included at the bottom of each Rate Schedule.

C. Merit Increases

Employees covered by this Agreement who are eligible will receive merit increases during Fiscal Year 2006 and Fiscal Year 2007.

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

E. Anniversary Dates

Employees covered by this Agreement, and hired before July 1, 2005, will keep the anniversary date that they held on July 1, 2005 for as long as they are continuously employed. Employees transferred (lateral transfer, promotion, demotion) on or after July 1, 2005, into this bargaining unit, will have as their new anniversary date, the initial appointment date with the State's Attorney's office.

ARTICLE 13 – HOURS OF WORK

A. The regular workday shall consist of a shift of eight and one half (8.5) consecutive hours, including an unpaid thirty-minute (30) meal period. In circumstances where bargaining unit employees are approved in advance by the State's Attorney, Deputy State's Attorney or the Division Chief to work more than eight (8) hours within a twenty-four (24) hour period, or forty (40) hours within five (5) consecutive days, Monday through Friday, the employee shall be paid time and one-half for all hours worked over and above eight (8) hours in any given day and forty (40) hours in any given week as described above.

B. Employees may elect to accrue compensatory leave in lieu of pay at the appropriate overtime rate for all authorized overtime hours 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.

ARTICLE 14 – REST PERIOD

The State's Attorney's Office shall establish a reasonable and fair break period policy to be effective within the first thirty (30) days after the execution of this Agreement. Employees shall be allowed a fifteen (15) minute break during the first four hours of the workday and an additional fifteen (15) minute break during the second four hours of the workday. In no event shall any such break period policies interfere with or prevent the efficient conduct of County business.

ARTICLE 15 – 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 16 – TEMPORARY ASSIGNMENTS

Employees who are required to perform the majority of duties, tasks and responsibilities of a higher job classification shall have their salary rates adjusted after thirty (30) days to the

minimum salary of the higher graded position or by ten percent (10%), whichever is greater. No employee shall be required to perform such work for more than ninety (90) calendar days per occurrence. Management will process the required paperwork promptly.

ARTICLE 17 – SAFETY AND HEALTH

The Office of the State's Attorney 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.

ARTICLE 18 – PROBATIONARY PERIOD

A. The probationary period for new employees shall be nine (9) months from the date of hire and 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.

B. 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.

C. In addition to the type of extension permitted under Personnel Law Section 16-172, the Employer may 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 19 – PROMOTIONS/SENIORITY

For promotions to any position covered by this Agreement, the Employer will consider such factors as knowledge, training, ability, skill, efficiency and reliability. When the determining factors are equal, the employee with the greatest amount of departmental seniority will be promoted.

ARTICLE 20 – TRANSFERS

Transfers shall be administered in accordance with the Personnel Law.

ARTICLE 21 – LAYOFF AND RECALL

- A. Reduction-in-force will be administered in accordance with the Personnel Law.
- B. The duly elected Shop Steward of the State's Attorney's Office shall be granted superseniority for the duration of his/her time of office. The grant of superseniority means that the Shop Steward 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 Shop Steward shall revert to his/her regular seniority date

ARTICLE 22 – PERSONNEL FILES

- A. 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 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) twelve (12) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the twelve (12) month period. Records of discipline involving a four (4) to ten (10) day suspension will be removed at the employee's written request 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.

- B. 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 State's Attorney's Office with written authorization for the Union to do so.
- C. The Employer will distribute the employee's copy of any processed Personnel Information Document in a manner which ensures confidentiality.

ARTICLE 23 – 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 24 – ANNUAL LEAVE

- A. Annual Leave shall be administered in accordance with the Personnel Law.
- B. Full-time employees shall earn annual leave on the following basis:

Zero (0) through three (3) years of service	Four (4) hours per pay period
Four (4) through fifteen (15) years of service	Six (6) hours per pay period with periodic adjustment to ensure that each employee earns 20 days
After fifteen (15) years of service	Eight (8) hours per pay period

C. Employees who work on a year-round part-time basis for forty (40) or more hours per pay period shall earn annual leave in proportion to the hours worked during each pay period and based on years of service.

D. Maximum Accumulation of Annual Leave

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

2. An employee shall be allowed to carry over annual leave earned as of the last full pay period in Fiscal Year 1995, even if such accumulated amount is in excess of the maximum allowed in subsection C.1. above.

3. Annual leave hours in excess of the maximum allowed to be carried over to the next leave year shall be converted to sick leave.

ARTICLE 25 – SICK LEAVE

A. Sick Leave shall be administered in accordance with the Personnel Law.

B. Sick leave may be accumulated from year to year.

C. All full-time employees earn four and one-half (4 1/2) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours.

D. Employees who work on a year-round part-time basis for forty (40) or more hours per pay period shall accrue sick leave in proportion to the hours worked during each pay period.

ARTICLE 26 - SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

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

1. The employee may elect to retain all or any portion of the employee's sick and

annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);

2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;

3. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, the employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following limitation:

a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in Fiscal Year 1995, or 360 hours, whichever is greater.

b. Any accrued annual leave not eligible for cash payment may be converted to sick leave.

4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of Fiscal Year 1995, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of June 30, 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

5. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

6. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 shall forfeit any sick leave hours accumulated at the time of the employee's separation.

7. Upon retirement, an employee shall be entitled to receive credit, on an actuarial equivalent basis, for unused sick leave for which an authorized cash payment has not been elected, as creditable service, in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, as amended, and the terms of any applicable County sponsored pension plan.

ARTICLE 27 – PERSONAL LEAVE

Twenty-eight (28) hours personal leave per wage reporting year shall be granted to each

employee eligible for annual leave. This will include the four (4) hours granted in lieu of General Election Day. Personal leave shall be requested and approved in advance of use. Personal leave may be used in four-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 separation from employment.

ARTICLE 28 – MILITARY LEAVE

A. Military leave shall be approved for an employee by the employee's Appointing Authority as follows:

1. Military Leave With Pay

a. 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 Appointment 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

a. Military leave without pay shall be approved by an Appointing Authority when an employee enlists or is drafted in 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

a. 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 2.1., above, subject to the following conditions:

(1) 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,

(2) 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,

(3) The employee was discharged from active military duty under honorable

conditions; and,

(4) 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.

B. Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, the resultant war on terrorism or other military action shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate of pay, without the exhaustion of the employee's annual, personal and compensatory leave balances. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer and employee contributions of the premium being paid by the County. These benefits shall expire on February 15, 2007.

ARTICLE 29 – BEREAVEMENT LEAVE

In the event of the death of an employee's parent, parent-in-law, son-or daughter-in-law, brother-or sister-in-law, spouse, child or grandchild, brother, sister, grandparents or spouse's grandparents, the employee may take up to five (5) 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. If the employee does not have sick leave available, annual leave, compensatory leave and/or personal leave may be used. Notwithstanding the foregoing, the first three (3) leave days will be administrative leave days upon the death of a spouse, sibling, parent, grandparent or child.

ARTICLE 30 – 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, provided, however, that there are at least four (4) hours remaining in the workday.

ARTICLE 31 – LEAVE OF ABSENCE

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

B. 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 32 – 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 16-225.01)

ARTICLE 33 – BLOOD DONATION LEAVE

Employees may be granted up to two (2) 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 34 – 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, including matters related to Article 4 of this Agreement.

ARTICLE 35 – 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 36 – HOLIDAYS

- A. The term holiday as used in this Agreement shall refer to the following days:
1. New Year's Day;
 2. Martin Luther King Jr.'s Birthday;
 3. Presidential Inauguration Day, in accordance with Court Calendar;
 4. Washington's Birthday;
 5. Memorial Day;
 6. Independence Day;
 7. Labor Day;
 8. County Employees' Appreciation Day;
 9. Columbus Day;
 10. Presidential Election Day, in accordance with Court Calendar;
 11. Veteran's Day;
 12. Thanksgiving Day; and,
 13. Christmas Day

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

C. 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. 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 workday before and the first regular workday after the day of holiday observance.

D. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled workday 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.

ARTICLE 37 – HEALTH AND WELFARE

A. The County shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five (25%).

B. 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.

C. Employees who provide proof of medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. The Employer shall contribute ninety percent (90%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

E. Two dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the plans.

F. Employees may choose to enroll in a Long-Term Disability program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

G. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to three thousand dollars (\$3,000.00) in a medical flexible spending account.

H. Group Life Insurance under the Beneflex Program. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

I. 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.

J. The County will permit to accrue the employee's share of the employee's health benefits plan(s) when an employee is on leave of absence. The accrual of the employee share will continue until the employee returns to work. At that time, the County will assess an arrears payment along with the current payment to the employee's paycheck until satisfied. An employee on approved LWOP for reasons other than FMLA or Worker's Compensation will have to pay the employer's portion of the health benefits plan(s) during the leave of absence. The employee will also have the option to discontinue any health benefits plan(s) until they return to work and re-enrollment into the plan(s) must occur within 30 days of returning to work.

ARTICLE 38 – 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 and Steward shall receive copies of all written disciplinary actions and intended action.

F. The Employer agrees to provide a copy of the referenced Personnel Law when an employee receives notice of the intent to discipline.

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 with pay 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 Step 1 and 2 levels 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 39 – GRIEVANCE PROCEDURE

A complaint or dispute between the parties or between the Employer 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:

1. Step 1.

a. When any employee subject to the provisions of this Agreement alleges that he or she is aggrieved by a violation of this Agreement, he or she, through the Local Union Representative or Shop Steward, shall give written notice of the grievance to the State's Attorney's designee within ten (10) working days after the occurrence of the violation or within ten (10) 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 Representative or Shop Steward and the employee's supervisor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. The State's Attorney's Office shall respond to the grievance not later than ten (10) working days after the meeting. If they fail to resolve the matter or no response is given 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 Employer have a dispute with the other party and, if after conferring, a settlement is not reached within ten (10) working days after meeting between the parties, the dispute may be reduced to writing and proceed to Step 2.

2. Step 2. If a grievance is not resolved under Step 1, and the Union elects to pursue the matter beyond Step 1, the Steward and/or the Local Union Representative will meet with the

State's Attorney or his/her designee, for the purpose of attempting to resolve the grievance within ten (10) working days after timely receipt of the written grievance. Should the parties fail to reach an agreement, or no response is given within ten (10) working days after the meeting, the dispute may be referred, as appropriate, to the Chief Labor Negotiator or designee in accordance with the provisions of Step 3 or to final and binding arbitration in accordance with the provisions of Step 4.

3. Step 3. If a grievance over a loss of pay, discharge or a promotion is not resolved under Step 2, and the Union, through its Representative, elects to pursue the matter beyond Step 2, a written appeal signed by the aggrieved employee and the Union Representative may be filed with the Chief Labor Negotiator or designee, within ten (10) days after receipt of the answer at Step 2. Within ten (10) days after receipt of the appeal, the Chief Labor Negotiator or designee and the Union will meet to discuss the grievance. The Chief Labor Negotiator, or 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.

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 Representative, or the Employer 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 Employer 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 equally by both parties. Within ten (10) working days after receipt of the Arbitrator's award for grievance, the County shall execute the award unless appealed.

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

c. 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. Either party will be granted an automatic extension of ten (10) working days upon written notice to the other side. 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, alter, add to or detract from any of the provisions of this Agreement.

ARTICLE 40 – JOB DESCRIPTION

The signature on job descriptions of employees covered by this Agreement is an acknowledgement of the employee's assignment of duties, tasks and responsibilities. This signature, however, does not preclude the option to pursue a grievance regarding whether job duties and responsibilities are outside of an employee's job classification.

ARTICLE 41 – ENTIRE UNDERSTANDING

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

ARTICLE 42 – 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 43 – DURATION AND REOPENER

This Agreement shall become effective on July 1, 2005, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2007. This Agreement shall be automatically renewed from year to year after June 30, 2007 unless either party shall notify the other in writing no later than October 1, 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 _____, 2006, in Upper Marlboro, Prince George's
County, Maryland.

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 400 PG

FOR PRINCE GEORGE'S COUNTY,
MARYLAND

Carnell Reed
President

Jack B. Johnson
County Executive

FOR THE STATE'S ATTORNEY'S
OFFICE

Glenn Ivey
State's Attorney

Attachment A – SCHEDULED PAY RATES

SALARY SCHEDULE V -- EFFECTIVE JULY 1, 2005
 SCHEDULE OF PAY GRADES -- SEIU LOCAL 400PG
 PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
V08	HOURLY	9.8771	17.4099
	BIWEEKLY	790.17	1392.79
	ANNUAL	20,544	36,212
V09	HOURLY	10.3710	18.2805
	BIWEEKLY	829.68	1462.44
	ANNUAL	21,571	38,023
V10	HOURLY	10.8895	19.1944
	BIWEEKLY	871.16	1535.55
	ANNUAL	22,650	39,925
V11	HOURLY	11.4340	20.1543
	BIWEEKLY	914.72	1612.34
	ANNUAL	23,783	41,920
V12	HOURLY	12.0058	21.1622
	BIWEEKLY	960.47	1692.97
	ANNUAL	24,972	44,018
V13	HOURLY	12.6058	22.2201
	BIWEEKLY	1008.46	1777.61
	ANNUAL	26,220	46,218
V14	HOURLY	13.2361	23.3313
	BIWEEKLY	1058.89	1866.49
	ANNUAL	27,532	48,529
V15	HOURLY	13.8980	24.4977
	BIWEEKLY	1111.84	1959.82
	ANNUAL	28,908	50,955
V16	HOURLY	14.5930	25.7225
	BIWEEKLY	1167.44	2057.80
	ANNUAL	30,353	53,503
V17	HOURLY	15.3223	27.0085
	BIWEEKLY	1225.79	2160.68
	ANNUAL	31,870	56,178

The hourly rates are derived from the July 10, 2005 General Schedule rates multiplied by 102.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE V -- EFFECTIVE JULY 10, 2005
 SCHEDULE OF PAY GRADES -- SEIU LOCAL 400 PG
 PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
V08	HOURLY	10.1240	17.8452
	BIWEEKLY	809.93	1427.61
	ANNUAL	21,058	37,118
V09	HOURLY	10.6302	18.7375
	BIWEEKLY	850.42	1499.00
	ANNUAL	22,110	38,974
V10	HOURLY	11.1617	19.67
	BIWEEKLY	892.94	1573.94
	ANNUAL	23,217	40,923
V11	HOURLY	11.7198	20.6581
	BIWEEKLY	937.59	1652.64
	ANNUAL	24,378	42,968
V12	HOURLY	12.3060	21.6912
	BIWEEKLY	984.48	1735.30
	ANNUAL	25,596	45,118
V13	HOURLY	12.9209	22.7756
	BIWEEKLY	1033.67	1822.05
	ANNUAL	26,875	47,374
V14	HOURLY	13.5670	23.9145
	BIWEEKLY	1085.36	1913.16
	ANNUAL	28,220	49,742
V15	HOURLY	14.2454	25.1101
	BIWEEKLY	1139.63	2008.82
	ANNUAL	29,631	52,229
V16	HOURLY	14.9579	26.3655
	BIWEEKLY	1196.63	2109.25
	ANNUAL	31,112	54,841
V17	HOURLY	15.7054	27.6838
	BIWEEKLY	1256.43	2214.70
	ANNUAL	32,667	57,583

The hourly rates are the July 1, 2005 rates multiplied by 102.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE V -- EFFECTIVE JULY 9, 2006
 SCHEDULE OF PAY GRADES -- SEIU LOCAL 400 PG
 PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
V08	HOURLY	10.3771	18.2913
	BIWEEKLY	830.17	1463.30
	ANNUAL	21,584	38,045
V09	HOURLY	10.8960	19.2059
	BIWEEKLY	871.68	1536.48
	ANNUAL	22,663	39,948
V10	HOURLY	11.4408	20.1661
	BIWEEKLY	915.26	1613.29
	ANNUAL	23,797	41,946
V11	HOURLY	12.0128	21.1746
	BIWEEKLY	961.03	1693.96
	ANNUAL	24,987	44,043
V12	HOURLY	12.6136	22.2335
	BIWEEKLY	1009.09	1778.68
	ANNUAL	26,236	46,246
V13	HOURLY	13.2439	23.3449
	BIWEEKLY	1059.51	1867.60
	ANNUAL	27,547	48,558
V14	HOURLY	13.9062	24.5124
	BIWEEKLY	1112.49	1960.99
	ANNUAL	28,925	50,985
V15	HOURLY	14.6016	25.7379
	BIWEEKLY	1168.12	2059.04
	ANNUAL	30,372	53,534
V16	HOURLY	15.3318	27.0247
	BIWEEKLY	1226.55	2161.98
	ANNUAL	31,890	56,212
V17	HOURLY	16.0980	28.3759
	BIWEEKLY	1287.84	2270.06
	ANNUAL	33,484	59,022

The hourly rates are the July 10, 2005 rates multiplied by 102.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

**Attachment B – PUBLIC EMPLOYEE RELATIONS BOARD (PERB) CERTIFICATION
LIST**

Case # R-2004-03

Job Classifications Covered by this Agreement

Administrative Aide I
Administrative Aide II
Administrative Aide III

Clerk Typist I
Clerk Typist II