

# COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

## 2001 Legislative Session

Bill No. CB-85-2001

Chapter No. 67

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

Introduced by Council Members Russell, Bailey, Scott, Wilson, Shapiro,  
Gourdine and Estep

Co-Sponsors \_\_\_\_\_

Date of Introduction October 23, 2001

### BILL

1 AN ACT concerning

2 Collective Bargaining Agreement - Council 67,

3 American Federation of State, County and Municipal Employees (AFSCME),

4 AFL-CIO, and its affiliated Local 3389 (Health Department)

5 For the purpose of approving the labor agreement by and between Prince George's County,

6 Maryland and Council 67, American Federation of State, County and Municipal Employees,

7 AFL-CIO, and its affiliated Local 3389 (Health Department) to provide for wages and certain

8 other terms and conditions of employment for personnel classifications certified by the Prince

9 George's County Public Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Section 16-233(f)(23),

13 The Prince George's County Code

14 (1999 Edition, 2000 Supplement).

15 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,

16 Maryland, that Section 16-233(f)(23) of the Prince George's County Code be and the same is

17 hereby repealed and reenacted with the following amendments:

18 SUBTITLE 16. PERSONNEL.

19 DIVISION 19. COLLECTIVE BARGAINING.

20 Sec. 16-233. General.

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

(23) Declaration of Approval - Local 3389 American Federation of State, County and Municipal Employees, AFL-CIO (Health Department).

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and its affiliated Local 3389 (Health Department), on [October 7, 1999] September 21, 2001, hereby approves said agreement 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 the Agreement shall be retroactively effective to July 1, 2001.

Adopted this 19th day of November, 2001

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Ronald V. Russell  
Chairman

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.

AGREEMENT  
BETWEEN  
PRINCE GEORGE'S COUNTY, MARYLAND  
AND  
COUNCIL 67, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
AND ITS AFFILIATED LOCAL 3389  
(HEALTH DEPARTMENT)  
JULY 1, 2001 THROUGH JUNE 30, 2003

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## **ARTICLE 1--PURPOSE**

A. 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 3389 ("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.

B. Anything not covered specifically by this Agreement shall be administered in accordance with the Personnel Law.

## **ARTICLE 2--RECOGNITION**

A. The County recognizes the Union as the sole and exclusive bargaining agent for those employees certified by the Public Employees Relations Board in Case No.16-390-00158-98 for the purpose of negotiating matters of wages, hours and other terms and conditions of employment. The specific job classifications included by this certification are listed at Appendix 1.

B. In the event that a title of a job classification held by an employee in the referenced bargaining unit is changed by classification legislation, any employees in a retitled class of work will remain members of the referenced bargaining unit, unless it is determined otherwise by the Public Employees Relations Board.

C. The Health Department will make available to the Union monthly a list of bargaining unit employees: name, grade, class of work and work location.

## **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--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 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.

C. The Union agrees that it shall 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 not be subject to arbitration, but shall be referred to the appropriate governmental agency having jurisdiction.

#### **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 shall cooperate in advancing the morale of employees covered by this Agreement.

B. The Department will afford the Union an opportunity to comment upon any departmental reorganization affecting the bargaining unit prior to its proposed implementation through the Labor-Management Committee.

C. The parties agree to participate in a Labor-Management Committee, which may meet as issues arise, but no more than once every month, unless agreed to by both parties. The Committee shall consist of no more than seven (7) members each from Labor and Management provided there is an equal number from each side. The Labor members may be selected from the Local Union members or Council 67 representatives. The parties may agree in the context of a specific meeting to have more than seven (7) representatives provided there is an equal number from each side.

D. When agenda items affect a specific group of employees covered by this Agreement, a group representative may, at the Union's request and with the concurrence of the County in advance of the meeting, also be permitted to attend the meeting.

#### **ARTICLE 6--SHOP STEWARDS/UNION OFFICIALS**

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



B. "Union Representative" means any person designated or elected by the Union officially to represent its members. These representatives shall include the Union Stewards, Union Presidents, Union Officers or Board Members, designated full time paid Union representatives and the AFSCME International or Council Representatives, Officers and Board Members.

C. 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.

D. AFSCME Locals 2462, 2735, 3279, 3389 and Council 67 shall appoint one (1) bargaining unit member from all of the units represented by AFSCME to serve as the Chief Steward for all of the employees in those units. The Union agrees to indemnify and hold the County harmless if grant funding of the Chief Shop Steward is disallowed by audit. 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. Furthermore, he/she shall be responsible for coordinating and processing of grievances for Local 3389 and shall conduct activities to avoid overlapping or duplicating services of any other Union representative(s). These activities shall be conducted without disrupting the work of any County employee who is not directly involved.

E. Union Stewards shall be responsible, within the geographical area that they work, that is North, Central or South, for representing the Union and members of the bargaining unit in meeting with Management and in resolution of grievances, as provided in the grievance procedure, and in other matters in which unit members shall be entitled to Union representation. Stewards shall also be responsible for posting official Union notices at their assigned locations.

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

G. The County recognizes and shall deal with nine (9) accredited Union Stewards or alternate Stewards, for employees covered by this Agreement. The three (3) geographical areas where employees work stations are located are:

1. North Area: Belcrest, Laurel O.W. Phair, and Leland
2. Central Area: Capitol Plaza Mall; Cheverly and Prince George's Hospital Center; Central Avenue; Health Department Administration Building (HDAB) Largo Government Center (LGC) and Brightseat Road
3. South Area: Dyer; Penn Silver

H. Union Stewards shall, after receiving permission from their appropriate supervisors (such permission not to be unreasonably withheld), be granted reasonable time off with pay during working hours to investigate grievances, attend meetings where appropriate and participate at all steps of the grievance procedure. The parties agree that time spent by the Stewards and the Local

Union President in investigating grievances will be kept to a minimum; and the grievance investigations shall at all times be conducted so as not to interfere unreasonably or unnecessarily with the Employer's operations.

I. One County Administration Building parking permit and one County Service Building parking permit shall be provided for the Local Union President, Steward(s) and Council 67 Representative.

#### **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 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 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.

C. Council 67 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 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 County agrees to provide suitable bulletin board space on existing or new bulletin boards, at every site, 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 County be paramount, the Union shall be permitted to use the County's interoffice mail for distribution of official Union communications to employees covered by this Agreement; and further provided that the courier service shall not be responsible for mass distribution of individually addressed communications. The Union shall also be permitted reasonable use of the County telephone system.

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

D. The County shall permit the Union a reasonable opportunity to meet with new employees covered by this 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. The County shall grant, after request to and approval by the Department appointing authority, administrative leave for attendance at regularly scheduled Union conventions and/or conferences for employees officially designated as Union delegates during any one (1) fiscal year. Six (6) delegates of Local 3389 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.

B. Employees covered by this Agreement who are selected by their bargaining unit to serve as Shop Steward shall be approved for not more than three (3) days administrative leave for the initial Shop Steward training. Additionally, employees who are duly elected Local Union stewards, Local Union officers (President, Vice-President, Secretary and Treasurer), Local Union Board Members (up to three (3) such members per Local) and Council 67 Executive Board Members who are not covered by another collective bargaining agreement shall be approved for not more than three (3) days administrative leave per fiscal year to attend official Union sponsored training classes.

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

D. 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--P.E.O.P.L.E. DEDUCTION**

The Employer agrees to deduct on a biweekly basis from payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's Public Employees Organized to Promote Legislative Equality (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 of the 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 Increases**

1. Employees covered by this Agreement will receive a six hundred fifty dollar (\$650.00) increase to their base salary rate effective the first full pay period beginning on or after July 1, 2001. Employees covered by this Agreement will receive a two and one-quarter percent (2.25%) increase to their base salary rate effective the first full pay period beginning on or after August 1, 2001.

2. Employees covered by this Agreement will receive a six hundred fifty dollar (\$650.00) increase to their salary rate effective the first full pay period beginning on or after July 1, 2002. Employees covered by this Agreement will receive a two and one-quarter percent (2.25%) increase to their base salary rate effective the first full pay period beginning on or after September 1, 2002.

### **B. Merit Increases**

1. Employees covered by this Agreement who are eligible to receive a merit increase in Fiscal Year 2002 and/or Fiscal Year 2003 will receive a merit increase of three and one-half percent (3.5%) to their base salary rate, on their anniversary date during Fiscal Year 2002 and/or Fiscal Year 2003.

### **MODIFICATION TO THE WAGE SCALE:**

### **C. Longevity Steps**

1. Amend Salary Schedule J effective July 1, 2001 to establish longevity rates.

a. L1 - Two and one-half percent (2.5%) above the Maximum rate, to which an employee will be eligible to advance after completing fifteen (15) years of service.

b. L2 - Two and one-half percent (2.5%) above the L1 rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

2. The longevity steps described above shall be phased in as follows:

a. Only employees who have reached the Maximum rate will be eligible for longevity step.

b. Beginning in Fiscal Year 2002, advancement to a longevity step will be effective on an employee's anniversary date.

c. An employee at the maximum rate (or the current longevity rate), who has completed the required years of service for a longevity step (after subtracting two (2) years for lack of credit toward a merit increase during Fiscal Year 96 and Fiscal Year 97) will advance to the first (or next) longevity step, as appropriate, effective on the employee's anniversary date.

d. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during Fiscal Year 96 and Fiscal Year 97) would otherwise warrant his/her advancement by more than a single longevity step during Fiscal Year 2002, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during Fiscal Year 96 and Fiscal Year 97).

e. The salary rate after promotions or demotions shall be calculated as a ten percent (10%) increase above or decrease below the employee's current salary. However, employees at a longevity step who are promoted or demoted will receive the rate of the corresponding longevity step of the new grade after promotion or demotion.

#### D. Anniversary Dates

Employees covered by this Agreement hired before July 1, 1999 will keep the anniversary dates they held on July 1, 1999 for as long as they are continuously employed. Employees hired on or after July 1, 1999 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

#### E. Foreign Language Interpretation

Employees who meet the proficiency standards for foreign language interpretation established by the Health Department and who are assigned duties of foreign language interpretation in addition to their normal job duties will receive two hundred dollars (\$200.00) per fiscal year, which will be paid in June.

F. Job Classification

Employees covered by this Agreement who believe their job duties and responsibilities are outside of their job classification shall submit a written request to their appointing authority for appropriate action.

**ARTICLE 13--HOURS OF WORK**

A. The regular workday shall consist of a shift of eight (8) consecutive hours, excluding an unpaid meal period, and the normal workweek shall consist of five (5) days Monday through Saturday.

B. The Department will issue a policy on compressed workweek for employees and a flexible work schedule based on departmental operational needs.

C. For employees working directly with clients or employees engaged in an operation for which there may be employment in excess of five (5) workdays in any seven (7) day period, or in excess of eight (8) hours in a workday, the Union may place issues arising as a result of the hours of work of employees working directly with clients to a special operation on the agenda of the Labor-Management Committee for discussion, but such issues shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 14--REST PERIOD**

The Department 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 policy interfere with or prevent the efficient conduct of County business.

**ARTICLE 15--PREMIUM PAY**

A. Employees shall be compensated for approved overtime worked as follows:

1. Employees Grade 17 and below shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for time they are required to work in excess of forty (40) hours in a workweek. However, at the employee's option with the approval of the County, the employee may elect compensatory leave at the time and one-half (1.5) rate in lieu of cash payout for overtime.

2. Employees Grade 18 and above shall be compensated at the rate of one and one-half times (1.5) compensatory leave for overtime work they are required to perform in excess of forty (40) hours worked in a workweek. However, at the employee's option, with the approval of the Appointing Authority, the employee may receive cash payment at one and one-half (1.5) times in lieu of compensatory leave for overtime.

3. All leave with pay to include holidays shall be considered time worked in the computation of overtime.

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

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

D. Overtime shall 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 selection 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 shall be considered in deciding which group or groups shall reasonably be called upon to do particular work. Such selections shall be made and overtime shall be allotted amongst the employees in as fair and equitable a manner as circumstances and the job requirements shall permit within the appropriate class.

E. Effective the first full pay period beginning on or after July 1, 2001, a differential of one dollar and fifteen cents (\$1.15) per hour will be paid to employees who are required to work beyond their regularly scheduled work shift between the hours of six o'clock in the evening (6:00 p.m.) and seven o'clock in the morning (7:00 a.m.).

F. Effective the first full pay period beginning on or after July 1, 2002, differential pay will increase to one dollar and twenty cents (\$1.20) per hour.

#### **ARTICLE 16--EMERGENCY RESPONSE PAY**

A. This provision shall be applicable to positions within the Environmental Sanitarian I, Environmental Sanitarian II, Environmental Sanitarian III, Disease Control Specialist I, Disease Control Specialist II and Disease Control Specialist III, plus any other job classification of employees identified by the Health Officer or his/her designee.

1. Weeknight Coverage (Monday through Friday, 4:00 p.m. to 8:00 a.m.)

a. Staff personnel designated to remain on-call for emergencies will receive two (2) hours compensatory time for each day they provide weeknight coverage.

b. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.

c. Work time spent at an emergency site, including travel time to and from the emergency site, will be compensated at the employee's overtime rate or by straight compensatory time, at the employee's request with the approval of the Health Officer.

2. Weekend and Holiday Coverage (8:00 a.m. Saturday to 8:00 a.m. Monday or 8:00 a.m. on a holiday to 8:00 a.m. the following day)

a. Staff personnel designated to remain on-call for emergencies on a weekend day will receive twenty-five dollars (\$25.00), forty dollars (\$40.00) for each holiday, or six (6) hours compensatory time per day at the employee's election.

b. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.

c. Work time spent at an emergency site, including travel time to and from the emergency site, will be paid at the employee's overtime rate or by straight compensatory time, at the employee's request with the approval of the Health Officer.

### **ARTICLE 17--TEMPORARY ASSIGNMENTS**

A. Employees who are required by the Appointing Authority in writing to perform the majority of the duties of a higher job classification for at least one day shall be compensated starting with the first day at the rate of ten percent (10%) above the employees current base salary rate or at the minimum rate of that higher classification, whichever is greater. No employee shall be required to perform such work for more than one hundred and twenty (120) days in any one calendar year.

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

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

D. The Labor-Management Committee will meet and make recommendations to the Health Officer concerning emergency deployment of staff per the parties discussions during negotiations within thirty (30) days following ratification of this Agreement.

### **ARTICLE 18--SAFETY AND HEALTH**

A. 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.

B. The Employer and the Union agree to establish a joint Labor-Management Health and Safety Committee sixty (60) days after ratification of contract.



C. The County will provide employees covered by this Agreement with personal protective clothing and/or equipment it is required to make available pursuant to Federal or State Law for the performance of their job duties and responsibilities.

## **ARTICLE 19--FILLING OF VACANCIES**

All vacant bargaining unit positions shall be filled pursuant to the Personnel Law.

## **ARTICLE 20--PROBATION**

A. All employees covered by this agreement shall serve a job classification probationary period in accordance with the Personnel Law.

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 shall follow the procedures set forth in Sections 16-171(c)(1), (2) and (3) of the County Personnel Law. This shall not be interpreted as subjecting any termination of a probationary employee to the grievance procedure contained in this Agreement.

C. 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--SENIORITY**

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

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

1. Voluntary resignation.
2. Retirement.
3. Discharge for just cause.
4. 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.
5. Absence of three consecutive workdays without reporting to the County unless the employee can establish justification of such failure to report.

6. Disability termination.

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

D. The County 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, the County shall furnish an updated seniority list on July 1. Said listing shall include employee's hire date, job title, salary and work location/department.

E. The County shall furnish the Union with the 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.

## **ARTICLE 22--LAYOFFS AND RECALL**

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

B. The duly elected Local 3389 President shall be granted superseniority for the duration of his/her time of office. The grant of superseniority means that the Local 3389 President shall be the last bargaining unit employee to be laid off in the event that a reduction-in-force affects the bargaining unit employees. Once out of office, the former Local 3389 President shall revert to his/her regular seniority date.

## **ARTICLE 23--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:

1. At the employee's written request (which request shall not be made part of the personnel file), memorandums of counseling and records of discipline up to and including a three (3) day suspension, or its equivalent, will be removed from an employee's personnel file 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.

2. Where the Union is representing an employee in a grievance filed under this Agreement, the Union shall be permitted to 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.

## **ARTICLE 24--SUBCONTRACTING**

Employees who have completed the probationary period shall not be terminated from employment due to temporary employees or limited term grant funded employees carrying out the duties normally performed by said employees.

## **ARTICLE 25--ANNUAL LEAVE**

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

- |   |                      |
|---|----------------------|
| 1. During the first three (3) years of service                          | Thirteen (13) days   |
| 2. After three (3) years but less than fifteen<br>(15) years of service | Twenty (20) days     |
| 3. After fifteen (15) years of service and above                        | Twenty-six (26) days |

B. 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.

C. Employees shall accumulate annual leave while serving their probationary period, but shall not be granted annual leave during the first ninety (90) calendar days of service with the Employer. The employee shall earn a leave credit at the appropriate rate as indicated in paragraph A 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.

D. 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.

E. 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.

F. Approved vacation requests shall not be subject to cancellation except in the 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.

G. Vacation leave may be taken in increments of one-half (.5) hour or more.

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

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

1. A written request to charge such time to sick leave is submitted to his/her department within ten (10) working days of the end of that employee's approved vacation leave; and
2. The request is accompanied by a doctor's certificate specifying the nature and duration of the employee's illness, injury and/or hospitalization.

## **ARTICLE 26--SICK LEAVE**

- A. Full-time employees shall accrue four and one-half (4.5) hours of sick leave per pay period. 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.
- B. There shall be no limit on the amount of sick leave an eligible employee may accumulate.
- C. Sick leave shall be allowed in case of actual sickness or disability of the employee which incapacitates the employee so that the employee is unable to perform the regular duties of employment; or of actual sickness or disability of the employee's spouse, dependent children or elders; or because of necessary employee appointments with health care providers.
- D. Documentation: 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. For the purposes of this Agreement, reasonable cause shall be defined as:
1. The employee is under a one (1) day sick slip;
  2. An established, documented pattern that shows leave abuse is apparent, that is, habitual sick leave absences on the employee's Mondays, Fridays, or immediately before or after the employee is scheduled for approved leave, and/or the days immediately before and/or after the holidays; or
  3. When credible information is obtained or developed by the on-duty supervisor that the employee is misusing or abusing sick leave, for example, a situation where sick leave is utilized on a day when annual leave or compensatory time was requested and denied with reason; employee calls in sick and supervisor contact is negative, for the duration of the employee's shift.
- E. Requests for use of sick leave for health care 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.
- F. Sick leave will be retained in an employee's account for a period of two (2) years in the event the employee is separated due to a reduction-in-force.
- G. 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 30.

H. 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.

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

## **ARTICLE 27--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 the 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 and annual leave balances for credit on behalf of the employee; or to donate accumulated sick leave to the Union Sick Leave Bank.

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 three hundred sixty (360) hours, whichever is greater. Any excess annual leave over three hundred sixty (360) hours at the end of each leave year will 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 (.5) of the employee's base hourly rate of pay as of June 30, 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 is not subject to cash payment to the employee upon separation. Any

employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

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

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

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

8. Upon retirement, employees covered by this Agreement may convert any unused annual leave to new sick leave for pension credit under the State Retirement or Pension Plan.

#### **ARTICLE 28--PERSONAL LEAVE**

Twenty-four (24) paid personal leave hours per wage reporting year, including four (4) hours granted in lieu of General Election Day, shall be granted to each employee eligible for annual leave. Personal leave hours may be used in increments of one (1) hour or more per approved request. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

#### **ARTICLE 29-- MILITARY LEAVE**

Military leave will be administered pursuant to the Personnel Law.

#### **ARTICLE 30--BEREAVEMENT LEAVE**

A. In the event of the death of an employee's primary care giver, parent, spouse, domestic partner, child, parent-in-law, son- or daughter-in-law, grandchild, brother, sister, aunt, uncle, grandparents, or spouse's grandparents, the employee shall be permitted to take up to five (5) working days leave from the employee's accumulated leave for bereavement. Upon the death of the employee's primary care giver, parent, spouse, domestic partner or child, the first three (3) days will be charged to administrative leave and the rest to the employee's accumulated leave. For any other member of the employee's family (as defined above), the first two (2) leave days will be administrative leave days and the rest will be charged to the employee's accumulated leave.

B. For purposes of this Article, "domestic partner" shall mean that an employee covered by this agreement has established a domestic partnership. To establish a domestic partnership, an employee covered by this agreement and his/her partner must satisfy all of the following requirements:

1. be the same sex;
2. share a close personal relationship and be responsible for each other's welfare;
3. have shared the same legal residence for at least twelve 12 months;
4. be at least eighteen (18) years old;
5. have voluntarily consented to the relationship, without fraud or duress;
6. not be married to, or in a domestic partnership with, any other person;
7. not be related by blood or affinity in a way that would disqualify them from marriage under State law if the employee and partner were opposite sexes;
8. be legally competent to contract; and share sufficient financial and legal obligations.

### **ARTICLE 31--JURY DUTY**

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

### **ARTICLE 32--LEAVE OF ABSENCE**

A. Employees shall be eligible to request a leave of absence after ninety (90) days 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 County, in its discretion, approves the leave of absence, authorization for a leave of absence shall be furnished to the employee by the Employer in writing. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

### **ARTICLE 33--FAMILY AND MEDICAL LEAVE**

Employees covered by this Agreement shall be entitled to family and medical leave in accordance with the Personnel Law. (See Personnel Law Section 16-225.01)

### **ARTICLE 34--BLOOD DONATION LEAVE**

Employees shall 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 35--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 administrative leave for the period required to respond to the subpoena.

### **ARTICLE 36--VOTING TIME**

Employees who are registered voters shall 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 37--HOLIDAYS**

A. The Personnel Law establishes the regular holidays for County employees including those employees covered by this Agreement. The holidays established by the Personnel Law are listed for convenient reference:

1. New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, County Employees' Appreciation Day, Christmas Day and Presidential Inauguration Day (every four (4) years).

B. The County Executive 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 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 workday after the day of holiday observance.



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

E. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled workday shall receive compensatory leave 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 38--HEALTH AND WELFARE**

A. The Employer shall contribute seventy-five percent (75%) to the cost of the County's point of service or indemnity health insurance plans for any employee who elects to participate in either of these plans. Participating employee shall contribute the remaining twenty-five percent (25%).

B. For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), the County's contribution shall be equal to eighty percent (80%) of the cost of HMO coverage and participating employee's contribution shall equal to the remaining twenty percent (20%).

C. Employees who provide proof of other 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 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 (2) 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 spending account.

H. 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. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive 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 of the Personnel Law and Administrative Procedure 284, an employee is determined to be eligible for disability leave, the employee shall have sick or other leave time used because of the injury restored subject to the conditions and limitations set forth in Section 16-224 and Administrative Procedure 284.

J. 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 32 (Leave of Absence), the County shall pay the Employer and employee share of the employee's health insurance during the leave of absence.

K. The Employer agrees to provide, through its payroll department, a computer key for the payroll deduction of Union insurance programs, for the benefit of those employees who wish to participate in such program, and who authorize in writing the deduction of premiums for such a program from their pay.

#### **ARTICLE 39--SUPPLEMENTAL RETIREMENT BENEFIT**

Employees covered by this Agreement will continue to participate in the Supplemental Retirement Benefit Plan including IRS Pickup Plan.

#### **ARTICLE 40--DISCIPLINE AND DISCHARGE**

##### **Section 1. Discipline**

A. Employees shall be disciplined only for just cause. A written counseling memorandum is not a disciplinary action but it may be used prior to any disciplinary action. The written counseling memorandum shall specify remedial actions necessary by the employee and employer for resolution of the problem within a clearly defined time period to achieve improvement.

B. If the Employer has reason to discipline an employee it shall be done in a manner that shall 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 Steward and appropriate Steward shall receive copies of all written disciplinary actions and intended action.

F. Employees shall be entitled to Union representation at any meeting that may lead to disciplinary action, if so requested by said employee.

## **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 appointing authority 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 41--GRIEVANCE PROCEDURE**

A. 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:

### **1. Step 1.**

a. When any employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/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/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 or no response is given, 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) calendar days after occurrence of the events giving rise to the dispute, the dispute may be reduced to writing and proceed to Step 2.

2. Step 2. If the grievance is not resolved under Step 1, and the Union elects to pursue the matter beyond Step 1, the Shop Steward and/or Local Union President will meet with the employee's Department appointing authority or the Department appointing authority'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 or no response is given within seven (7) working days after the conference, the dispute may be referred, as appropriate, to the Director, Office of Personnel and Labor Relations, in accordance with the provision of Step 3 or to final and binding arbitration in accordance with the provisions of Step 4.

3. Step 3. If a grievance over any loss of pay, a discharge or a promotion is not resolved under Step 2, and the Union, through its Council 67 representative, elects to pursue the matter beyond Step 2, a written appeal signed by the aggrieved employee and the Council 67 representative may be filed with the Director, Office of Personnel and Labor Relations, within seven (7) working days after receipt of the answer at Step 2. Within seven (7) working days after receipt of the appeal, the Director, Office of Personnel and Labor Relations, or his designee and the Union will meet to discuss the grievance. The Director, Office of Personnel and Labor Relations or his designee will respond within fifteen (15) working 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 Council 67 representative, or the County may request in writing, within seven (7) working days after the grievance has been denied at Step 2 or, when applicable, Step 3, that the grievance be submitted to an arbitrator mutually agreed upon by them. The County and the Union shall, after execution of this Agreement, attempt to mutually select a permanent panel of five (5) arbitrators but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which such a panel shall be selected. The arbitrator appointed to hear and decide any grievance dispute hereunder shall be selected from such panel. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitrator shall be borne by the losing party.

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. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement.

B. Failure of the County to adhere to the time limits at any step established in this grievance procedure shall be considered a denial of the grievance and the grievance may be appealed to the next step, unless both parties agree to a waiver of this provision.

#### **ARTICLE 42--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 wording of this Agreement. The Agreement shall be amended only by written agreement signed by the parties hereto.

#### **ARTICLE 43--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 44--DURATION AND REOPENER**

The Agreement shall become effective on July 1, 2001, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2003. This Agreement shall be automatically renewed from year to year after June 30, 2003, unless either party shall notify the other in writing no later than October 1, 2002, (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 \_\_\_\_\_, 2001 in Upper Marlboro, Prince George's County, Maryland

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

PRINCE GEORGE'S COUNTY,  
MARYLAND

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Archer M. Blackwell  
Senior Staff Representative, Council 67

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Kenneth E. Glover  
Chief Administrative Officer

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Thomas F. Colbert  
President, Local 3389

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Joyce A. Washington  
Vice-President, Local 3389

## **APPENDIX 1**

### Job Classifications in Bargaining Unit Represented by Local 3389

Account Clerk I, II, III and IV  
Accountant I, II and III  
Administrative Aide I, II, III and IV  
Administrative Assistant I, II and III  
Budget Aide I and II  
Budget/Management Analyst I, II and III  
Building Engineer I and II  
Buyer I, II and III  
Citizens Services Specialist I, II and III  
Clerk Typist I and II  
Community Developer I and II  
Community Development Aide I, II and III  
Community Development Assistant I, II and III  
Community Health Nurse I and II  
Counselor I and II  
Data Entry Operator I and II  
Dental Hygienist I and II  
Disease Control Specialist I, II and III  
Environmental Sanitarian I, II and III  
Equipment Operator I  
General Clerk I, II, III and IV  
Health Aide I and II  
Laboratory Assistant I and II  
Licensed Practical Nurse I, II and III  
Mail Services Operator I and II  
Maintenance Services Attendant I and II  
Nutritionist I and II  
Permits Specialist I and II  
Personnel Aide I and II  
Physicians Assistant I and II  
Printing/Reproduction Supervisor  
Programmer/Systems Analyst I, II and III  
Psychologist I and II  
Public Safety Aide I and II  
Radiology Technician I and II  
Social Worker I, II and III  
Supply Technician  
Supply/Property Clerk I, II, III and IV  
Systems Analyst I and II

**SCHEDULE OF PAY GRADES (J01 - J27)**  
**AFSCME LOCAL 3389 (HEALTH DEPARTMENT)**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE JULY 1, 2001**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>L1</u>	<u>L2</u>
J01	HOURLY	5.5913	10.0073	10.2575	10.5139
	BIWKLY	447.30	800.58	820.60	841.11
	ANNUAL	11,630	20,815	21,336	21,869
J02	HOURLY	6.7156	10.4921	10.7544	11.0233
	BIWKLY	537.25	839.37	860.35	881.86
	ANNUAL	13,968	21,824	22,369	22,928
J03	HOURLY	7.0356	11.0011	11.2761	11.5580
	BIWKLY	562.85	880.09	902.09	924.64
	ANNUAL	14,634	22,882	23,454	24,041
J04	HOURLY	7.3717	11.5354	11.8238	12.1194
	BIWKLY	589.74	922.83	945.90	969.55
	ANNUAL	15,333	23,994	24,593	25,208
J05	HOURLY	7.7247	12.0964	12.3988	12.7088
	BIWKLY	617.98	967.71	991.90	1016.70
	ANNUAL	16,067	25,161	25,790	26,434
J06	HOURLY	8.0955	12.6857	13.0028	13.3279
	BIWKLY	647.64	1014.86	1040.23	1066.23
	ANNUAL	16,839	26,386	27,046	27,722
J07	HOURLY	8.4845	13.3047	13.6373	13.9783
	BIWKLY	678.76	1064.38	1090.99	1118.26
	ANNUAL	17,648	27,674	28,366	29,075
J08	HOURLY	8.8932	13.9540	14.3029	14.6604
	BIWKLY	711.46	1116.32	1144.23	1172.83
	ANNUAL	18,498	29,024	29,750	30,494
J09	HOURLY	9.3221	14.6361	15.0020	15.3771
	BIWKLY	745.77	1170.89	1200.16	1230.16
	ANNUAL	19,390	30,443	31,204	31,984
J10	HOURLY	9.7726	15.3522	15.7360	16.1294
	BIWKLY	781.81	1228.18	1258.88	1290.35
	ANNUAL	20,327	31,933	32,731	33,549
J11	HOURLY	10.2456	16.1044	16.5070	16.9197
	BIWKLY	819.65	1288.35	1320.56	1353.57
	ANNUAL	21,311	33,497	34,335	35,193
J12	HOURLY	10.7423	16.8940	17.3164	17.7493
	BIWKLY	859.38	1351.52	1385.31	1419.94
	ANNUAL	22,344	35,140	36,018	36,918
J13	HOURLY	11.2636	17.7230	18.1661	18.6202
	BIWKLY	901.09	1417.84	1453.29	1489.62
	ANNUAL	23,428	36,864	37,785	38,730



<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>L1</u>	<u>L2</u>
J14	HOURLY	11.8112	18.5936	19.0584	19.5349
	BIWKLY	944.90	1487.49	1524.68	1562.79
	ANNUAL	24,567	38,675	39,642	40,633
J15	HOURLY	12.3862	19.5077	19.9954	20.4953
	BIWKLY	990.90	1560.62	1599.63	1639.62
	ANNUAL	25,763	40,576	41,590	42,630
J16	HOURLY	12.9900	20.4674	20.9791	21.5036
	BIWKLY	1039.20	1637.39	1678.33	1720.28
	ANNUAL	27,019	42,572	43,636	44,727
J17	HOURLY	13.6237	21.4751	22.0120	22.5623
	BIWKLY	1089.90	1718.01	1760.96	1804.98
	ANNUAL	28,337	44,668	45,785	46,930
J18	HOURLY	14.2894	22.5334	23.0967	23.6742
	BIWKLY	1143.15	1802.67	1847.74	1893.93
	ANNUAL	29,722	46,869	48,041	49,242
J19	HOURLY	14.9883	23.6444	24.2355	24.8414
	BIWKLY	1199.06	1891.55	1938.84	1987.31
	ANNUAL	31,176	49,180	50,410	51,670
J20	HOURLY	15.7219	24.8107	25.4310	26.0667
	BIWKLY	1257.75	1984.86	2034.48	2085.34
	ANNUAL	32,702	51,606	52,896	54,219
J21	HOURLY	16.4923	26.0357	26.6866	27.3538
	BIWKLY	1319.38	2082.86	2134.93	2188.30
	ANNUAL	34,304	54,154	55,508	56,896
J22	HOURLY	17.3015	27.3219	28.0049	28.7051
	BIWKLY	1384.12	2185.75	2240.40	2296.41
	ANNUAL	35,987	56,830	58,250	59,707
J23	HOURLY	18.1509	28.6722	29.3890	30.1237
	BIWKLY	1452.07	2293.78	2351.12	2409.90
	ANNUAL	37,754	59,638	61,129	62,657
J24	HOURLY	19.0427	30.0904	30.8427	31.6137
	BIWKLY	1523.42	2407.23	2467.41	2529.10
	ANNUAL	39,609	62,588	64,153	65,757
J25	HOURLY	19.9795	31.5794	32.3689	33.1781
	BIWKLY	1598.36	2526.35	2589.51	2654.25
	ANNUAL	41,557	65,685	67,327	69,010
J26	HOURLY	20.9628	33.1426	33.9712	34.8204
	BIWKLY	1677.02	2651.41	2717.69	2785.64
	ANNUAL	43,603	68,937	70,660	72,427
J27	HOURLY	21.9954	34.7842	35.6538	36.5452
	BIWKLY	1759.63	2782.74	2852.30	2923.61
	ANNUAL	45,750	72,351	74,160	76,014

The hourly rates are the same as the July 2, 2000 rates plus \$.3125 per hour (\$650.00 per year). For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SCHEDULE OF PAY GRAGES (J01-J27)**  
**AFSCME LOCAL 3389 (HEALTH DEPARTMENT)**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE AUGUST 12, 2001**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>LP1</u>	<u>LP2</u>
J01	HOURLY	5.7171	10.2325	10.4883	10.7505
	BIWKLY	457.37	818.60	839.06	860.04
	ANNUAL	11,892	21,284	21,816	22,361
J02	HOURLY	6.8667	10.7282	10.9964	11.2713
	BIWKLY	549.34	858.25	879.71	901.70
	ANNUAL	14,283	22,315	22,872	23,444
J03	HOURLY	7.1939	11.2486	11.5298	11.8181
	BIWKLY	575.51	899.89	922.39	945.45
	ANNUAL	14,963	23,397	23,982	24,582
J04	HOURLY	7.5376	11.7949	12.0898	12.3921
	BIWKLY	603.01	943.60	967.19	991.37
	ANNUAL	15,678	24,533	25,147	25,775
J05	HOURLY	7.8985	12.3686	12.6778	12.9947
	BIWKLY	631.88	989.49	1014.22	1039.58
	ANNUAL	16,429	25,727	26,370	27,029
J06	HOURLY	8.2776	12.9711	13.2954	13.6278
	BIWKLY	662.21	1037.69	1063.63	1090.22
	ANNUAL	17,218	26,980	27,654	28,346
J07	HOURLY	8.6754	13.6041	13.9442	14.2928
	BIWKLY	694.03	1088.32	1115.53	1143.42
	ANNUAL	18,045	28,296	29,004	29,729
J08	HOURLY	9.0933	14.2680	14.6247	14.9903
	BIWKLY	727.46	1141.44	1169.97	1199.22
	ANNUAL	18,914	29,677	30,419	31,180
J09	HOURLY	9.5318	14.9654	15.3395	15.7230
	BIWKLY	762.55	1197.23	1227.16	1257.84
	ANNUAL	19,826	31,128	31,906	32,704
J10	HOURLY	9.992484	15.69762	16.09007	16.49232
	BIWKLY	799.3987	1255.81	1287.205	1319.385
	ANNUAL	20,784	32,651	33,467	34,304
J11	HOURLY	10.4761	16.4667	16.8784	17.3004
	BIWKLY	838.09	1317.34	1350.27	1384.03
	ANNUAL	21,790	34,251	35,107	35,985
J12	HOURLY	10.9840	17.2741	17.7060	18.1486
	BIWKLY	878.72	1381.93	1416.48	1451.89
	ANNUAL	22,847	35,930	36,828	37,749
J13	HOURLY	11.5170	18.1218	18.5748	19.0392
	BIWKLY	921.36	1449.74	1485.98	1523.13
	ANNUAL	23,955	37,693	38,636	39,601

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<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>LP1</u>	<u>LP2</u>
J14	HOURLY	12.0770	19.0120	19.4873	19.9744
	BIWKLY	966.16	1520.96	1558.98	1597.95
	ANNUAL	25,120	39,545	40,533	41,547
J15	HOURLY	12.6649	19.9466	20.4453	20.9564
	BIWKLY	1013.19	1595.73	1635.62	1676.51
	ANNUAL	26,343	41,489	42,526	43,589
J16	HOURLY	13.28228	20.92792	21.45111	21.98739
	BIWKLY	1062.582	1674.233	1716.089	1758.991
	ANNUAL	27,627	43,530	44,618	45,734
J17	HOURLY	13.9302	21.9583	22.5072	23.0699
	BIWKLY	1114.42	1756.66	1800.58	1845.59
	ANNUAL	28,975	45,673	46,815	47,985
J18	HOURLY	14.6109	23.0404	23.6164	24.2068
	BIWKLY	1168.87	1843.23	1889.31	1936.55
	ANNUAL	30,391	47,924	49,122	50,350
J19	HOURLY	15.32554	24.1764	24.78081	25.40033
	BIWKLY	1226.043	1934.112	1982.465	2032.026
	ANNUAL	31,877	50,287	51,544	52,833
J20	HOURLY	16.0756	25.3689	26.0032	26.6532
	BIWKLY	1286.05	2029.52	2080.25	2132.26
	ANNUAL	33,437	52,767	54,087	55,439
J21	HOURLY	16.8634	26.6215	27.2870	27.9692
	BIWKLY	1349.07	2129.72	2182.96	2237.54
	ANNUAL	35,076	55,373	56,757	58,176
J22	HOURLY	17.69078	27.93664	28.63506	29.35094
	BIWKLY	1415.263	2234.931	2290.805	2348.075
	ANNUAL	36,797	58,108	59,561	61,050
J23	HOURLY	18.5593	29.3173	30.0503	30.8015
	BIWKLY	1484.74	2345.39	2404.02	2464.12
	ANNUAL	38,603	60,980	62,505	64,067
J24	HOURLY	19.4712	30.7674	31.5366	32.3250
	BIWKLY	1557.69	2461.39	2522.93	2586.00
	ANNUAL	40,500	63,996	65,596	67,236
J25	HOURLY	20.4290	32.2899	33.0972	33.9246
	BIWKLY	1634.32	2583.19	2647.77	2713.97
	ANNUAL	42,492	67,163	68,842	70,563
J26	HOURLY	21.4345	33.8883	34.7355	35.6039
	BIWKLY	1714.76	2711.06	2778.84	2848.31
	ANNUAL	44,584	70,488	72,250	74,056
J27	HOURLY	22.4903	35.5668	36.4560	37.3674
	BIWKLY	1799.22	2845.35	2916.48	2989.39
	ANNUAL	46,780	73,979	75,829	77,724

The hourly rates are the same as the July 1, 2001 rates multiplied by 102.25%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SCHEDULE OF PAY GRADES (J01 - J27)**  
**AFSCME LOCAL 3389 (HEALTH DEPARTMENT)**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE JULY 14, 2002**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>L1</u>	<u>L2</u>
J01	HOURLY	6.0296	10.5450	10.8008	11.0630
	BIWKLY	482.37	843.60	864.06	885.04
	ANNUAL	12,542	21,934	22,466	23,011
J02	HOURLY	7.1792	11.0407	11.3089	11.5838
	BIWKLY	574.34	883.25	904.71	926.70
	ANNUAL	14,933	22,965	23,522	24,094
J03	HOURLY	7.5064	11.5611	11.8423	12.1306
	BIWKLY	600.51	924.89	947.39	970.45
	ANNUAL	15,613	24,047	24,632	25,232
J04	HOURLY	7.8501	12.1074	12.4023	12.7046
	BIWKLY	628.01	968.60	992.19	1016.37
	ANNUAL	16,328	25,183	25,797	26,425
J05	HOURLY	8.2110	12.6811	12.9903	13.3072
	BIWKLY	656.88	1014.49	1039.22	1064.58
	ANNUAL	17,079	26,377	27,020	27,679
J06	HOURLY	8.5901	13.2836	13.6079	13.9403
	BIWKLY	687.21	1062.69	1088.63	1115.22
	ANNUAL	17,868	27,630	28,304	28,996
J07	HOURLY	8.9879	13.9166	14.2567	14.6053
	BIWKLY	719.03	1113.32	1140.53	1168.42
	ANNUAL	18,695	28,946	29,654	30,379
J08	HOURLY	9.4058	14.5805	14.9372	15.3028
	BIWKLY	752.46	1166.44	1194.97	1224.22
	ANNUAL	19,564	30,327	31,069	31,830
J09	HOURLY	9.8443	15.2779	15.6520	16.0355
	BIWKLY	787.55	1222.23	1252.16	1282.84
	ANNUAL	20,476	31,778	32,556	33,354
J10	HOURLY	10.3050	16.0101	16.4026	16.8048
	BIWKLY	824.40	1280.81	1312.21	1344.39
	ANNUAL	21,434	33,301	34,117	34,954
J11	HOURLY	10.7886	16.7792	17.1909	17.6129
	BIWKLY	863.09	1342.34	1375.27	1409.03
	ANNUAL	22,440	34,901	35,757	36,635
J12	HOURLY	11.2965	17.5866	18.0185	18.4611
	BIWKLY	903.72	1406.93	1441.48	1476.89
	ANNUAL	23,497	36,580	37,478	38,399
J13	HOURLY	11.8295	18.4343	18.8873	19.3517
	BIWKLY	946.36	1474.74	1510.98	1548.13
	ANNUAL	24,605	38,343	39,286	40,251

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>L1</u>	<u>L2</u>
J14	HOURLY	12.3895	19.3245	19.7998	20.2869
	BIWKLY	991.16	1545.96	1583.98	1622.95
	ANNUAL	25,770	40,195	41,183	42,197
J15	HOURLY	12.9774	20.2591	20.7578	21.2689
	BIWKLY	1038.19	1620.73	1660.62	1701.51
	ANNUAL	26,993	42,139	43,176	44,239
J16	HOURLY	13.5948	21.2404	21.7636	22.2999
	BIWKLY	1087.58	1699.23	1741.09	1783.99
	ANNUAL	28,277	44,180	45,268	46,384
J17	HOURLY	14.2427	22.2708	22.8197	23.3824
	BIWKLY	1139.42	1781.66	1825.58	1870.59
	ANNUAL	29,625	46,323	47,465	48,635
J18	HOURLY	14.9234	23.3529	23.9289	24.5193
	BIWKLY	1193.87	1868.23	1914.31	1961.55
	ANNUAL	31,041	48,574	49,772	51,000
J19	HOURLY	15.6380	24.4889	25.0933	25.7128
	BIWKLY	1251.04	1959.11	2007.46	2057.03
	ANNUAL	32,527	50,937	52,194	53,483
J20	HOURLY	16.3881	25.6814	26.3157	26.9657
	BIWKLY	1311.05	2054.52	2105.25	2157.26
	ANNUAL	34,087	53,417	54,737	56,089
J21	HOURLY	17.1759	26.9340	27.5995	28.2817
	BIWKLY	1374.07	2154.72	2207.96	2262.54
	ANNUAL	35,726	56,023	57,407	58,826
J22	HOURLY	18.0033	28.2491	28.9476	29.6634
	BIWKLY	1440.26	2259.93	2315.80	2373.07
	ANNUAL	37,447	58,758	60,211	61,700
J23	HOURLY	18.8718	29.6298	30.3628	31.1140
	BIWKLY	1509.74	2370.39	2429.02	2489.12
	ANNUAL	39,253	61,630	63,155	64,717
J24	HOURLY	19.7837	31.0799	31.8491	32.6375
	BIWKLY	1582.69	2486.39	2547.93	2611.00
	ANNUAL	41,150	64,646	66,246	67,886
J25	HOURLY	20.7415	32.6024	33.4097	34.2371
	BIWKLY	1659.32	2608.19	2672.77	2738.97
	ANNUAL	43,142	67,813	69,492	71,213
J26	HOURLY	21.7470	34.2008	35.0480	35.9164
	BIWKLY	1739.76	2736.06	2803.84	2873.31
	ANNUAL	45,234	71,138	72,900	74,706
J27	HOURLY	22.8028	35.8793	36.7685	37.6799
	BIWKLY	1824.22	2870.35	2941.48	3014.39
	ANNUAL	47,430	74,629	76,479	78,374

The hourly rates are the same as the August 12, 2001 rates plus \$.3125 per hour (\$650.00 per year). For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.



**SCHEDULE OF PAY GRADES (J01 - J27)**  
**AFSCME LOCAL 3389 (HEALTH DEPARTMENT)**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE SEPTEMBER 8, 2002**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMU</u>	<u>L1</u>	<u>L2</u>
J01	HOURLY	6.1653	10.7822	11.0438	11.3119
	BIWKLY	493.22	862.58	883.50	904.95
	ANNUAL	12,824	22,427	22,971	23,529
J02	HOURLY	7.3407	11.2891	11.5633	11.8444
	BIWKLY	587.26	903.13	925.07	947.55
	ANNUAL	15,269	23,481	24,052	24,636
J03	HOURLY	7.6753	11.8213	12.1088	12.4035
	BIWKLY	614.02	945.70	968.70	992.28
	ANNUAL	15,965	24,588	25,186	25,799
J04	HOURLY	8.0267	12.3799	12.6814	12.9904
	BIWKLY	642.14	990.39	1014.51	1039.23
	ANNUAL	16,696	25,750	26,377	27,020
J05	HOURLY	8.3958	12.9664	13.2826	13.6066
	BIWKLY	671.66	1037.31	1062.61	1088.53
	ANNUAL	17,463	26,970	27,628	28,302
J06	HOURLY	8.7834	13.5825	13.9141	14.2539
	BIWKLY	702.67	1086.60	1113.13	1140.32
	ANNUAL	18,270	28,252	28,941	29,648
J07	HOURLY	9.1901	14.2297	14.5774	14.9339
	BIWKLY	735.21	1138.37	1166.19	1194.71
	ANNUAL	19,115	29,598	30,321	31,062
J08	HOURLY	9.6174	14.9085	15.2733	15.6471
	BIWKLY	769.39	1192.68	1221.86	1251.77
	ANNUAL	20,004	31,010	31,768	32,546
J09	HOURLY	10.0658	15.6217	16.0042	16.3963
	BIWKLY	805.27	1249.73	1280.34	1311.71
	ANNUAL	20,937	32,493	33,289	34,104
J10	HOURLY	10.5368	16.3704	16.7716	17.1829
	BIWKLY	842.95	1309.63	1341.73	1374.63
	ANNUAL	21,917	34,050	34,885	35,740
J11	HOURLY	11.0314	17.1568	17.5777	18.0092
	BIWKLY	882.51	1372.54	1406.22	1440.73
	ANNUAL	22,945	35,686	36,562	37,459
J12	HOURLY	11.5507	17.9823	18.4239	18.8765
	BIWKLY	924.05	1438.59	1473.91	1510.12
	ANNUAL	24,025	37,403	38,322	39,263
J13	HOURLY	12.0957	18.8490	19.3123	19.7871
	BIWKLY	967.66	1507.92	1544.98	1582.97
	ANNUAL	25,159	39,206	40,170	41,157

## CB-85-2001 (DR-1)

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>L1</u>	<u>L2</u>
J14	HOURLY	12.6682	19.7593	20.2452	20.7434
	BIWKLY	1013.46	1580.74	1619.62	1659.47
	ANNUAL	26,350	41,099	42,110	43,146
J15	HOURLY	13.2694	20.7150	21.2248	21.7475
	BIWKLY	1061.55	1657.20	1697.99	1739.80
	ANNUAL	27,600	43,087	44,148	45,235
J16	HOURLY	13.9007	21.7183	22.2533	22.8016
	BIWKLY	1112.05	1737.47	1780.26	1824.13
	ANNUAL	28,913	45,174	46,287	47,427
J17	HOURLY	14.5632	22.7719	23.3332	23.9085
	BIWKLY	1165.06	1821.75	1866.66	1912.68
	ANNUAL	30,291	47,366	48,533	49,730
J18	HOURLY	15.2592	23.8783	24.4673	25.0710
	BIWKLY	1220.74	1910.27	1957.38	2005.68
	ANNUAL	31,739	49,667	50,892	52,148
J19	HOURLY	15.9899	25.0399	25.6579	26.2914
	BIWKLY	1279.19	2003.19	2052.63	2103.31
	ANNUAL	33,259	52,083	53,368	54,686
J20	HOURLY	16.7569	26.2593	26.9078	27.5725
	BIWKLY	1340.55	2100.74	2152.62	2205.80
	ANNUAL	34,854	54,619	55,968	57,351
J21	HOURLY	17.5623	27.5400	28.2205	28.9181
	BIWKLY	1404.99	2203.20	2257.64	2313.44
	ANNUAL	36,530	57,283	58,699	60,150
J22	HOURLY	18.4084	28.8847	29.5989	30.3309
	BIWKLY	1472.67	2310.78	2367.91	2426.47
	ANNUAL	38,289	60,080	61,566	63,088
J23	HOURLY	19.2964	30.2965	31.0459	31.8141
	BIWKLY	1543.71	2423.72	2483.67	2545.13
	ANNUAL	40,137	63,017	64,576	66,173
J24	HOURLY	20.2288	31.7792	32.5657	33.3719
	BIWKLY	1618.30	2542.34	2605.26	2669.75
	ANNUAL	42,076	66,101	67,737	69,414
J25	HOURLY	21.2082	33.3360	34.1614	35.0074
	BIWKLY	1696.66	2666.88	2732.91	2800.60
	ANNUAL	44,113	69,339	71,056	72,815
J26	HOURLY	22.2363	34.9703	35.8366	36.7245
	BIWKLY	1778.90	2797.63	2866.93	2937.96
	ANNUAL	46,251	72,738	74,540	76,387
J27	HOURLY	23.3159	36.6866	37.5958	38.5277
	BIWKLY	1865.27	2934.93	3007.66	3082.22
	ANNUAL	48,497	76,308	78,199	80,138

The hourly rates are the same as the July 14, 2002 rates multiplied by 102.25%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.