

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND****2003 Legislative Session**Bill No. CB-53-2003Chapter No. 44Proposed and Presented by The Chairman (by request – County Executive)Introduced by Council Members Hendershot, Dean, Exum, Harrington, Peters and Knotts

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

Date of Introduction July 8, 2003**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement - Council 67,

3 American Federation of State, County and Municipal Employees,

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, 2002 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17 hereby repealed and reenacted with the following amendments: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.**

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

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

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 Council 67,  
5 American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated  
6 Local 3389 (Health Department), on [September 21, 2001] July 7, 2003, hereby approves said  
7 agreement in accordance with the provisions of Section 13A-109 of the Prince George's County  
8 Code.

9           SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
10 calendar days after it becomes law and the Agreement shall be retroactively effective to July 1,  
11 2003.

Adopted this 29th day of July, 2003.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Peter A. Shapiro  
Chair

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.

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, 2003 - JUNE 30, 2005

## TABLE OF CONTENTS

	<u>PAGE</u>
<b>ARTICLE 1 -- PURPOSE .....</b>	<b>1</b>
<b>ARTICLE 2 -- RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 3 -- MANAGEMENT'S RIGHTS.....</b>	<b>1</b>
<b>ARTICLE 4 -- NON-DISCRIMINATION .....</b>	<b>2</b>
<b>ARTICLE 5 -- COOPERATION.....</b>	<b>2</b>
<b>ARTICLE 6 -- SHOP STEWARDS/UNION OFFICIALS .....</b>	<b>3</b>
<b>ARTICLE 7 -- UNION SECURITY.....</b>	<b>4</b>
<b>ARTICLE 8 -- UNION COMMUNICATIONS .....</b>	<b>5</b>
<b>ARTICLE 9 -- UNION BUSINESS LEAVE .....</b>	<b>5</b>
<b>ARTICLE 10 -- P.E.O.P.L.E. DEDUCTION .....</b>	<b>6</b>
<b>ARTICLE 11 -- NO STRIKE OR LOCKOUT .....</b>	<b>6</b>
<b>ARTICLE 12 -- WAGES.....</b>	<b>6</b>
<b>ARTICLE 13 -- HOURS OF WORK.....</b>	<b>8</b>
<b>ARTICLE 14 -- REST PERIOD.....</b>	<b>9</b>
<b>ARTICLE 15 -- PREMIUM PAY.....</b>	<b>9</b>
<b>ARTICLE 16 -- EMERGENCY RESPONSE PAY .....</b>	<b>10</b>
<b>ARTICLE 17 -- TEMPORARY ASSIGNMENTS.....</b>	<b>11</b>
<b>ARTICLE 18 -- SAFETY AND HEALTH .....</b>	<b>12</b>
<b>ARTICLE 19 -- FILLING OF VACANCIES.....</b>	<b>12</b>
<b>ARTICLE 20 -- PROBATION.....</b>	<b>13</b>
<b>ARTICLE 21 -- SENIORITY .....</b>	<b>13</b>
<b>ARTICLE 22 -- LAYOFFS AND RECALL .....</b>	<b>14</b>
<b>ARTICLE 23 -- PERSONNEL FILES.....</b>	<b>14</b>
<b>ARTICLE 24 -- SUBCONTRACTING.....</b>	<b>14</b>
<b>ARTICLE 25 -- ANNUAL LEAVE .....</b>	<b>14</b>
<b>ARTICLE 26 -- SICK LEAVE .....</b>	<b>16</b>
<b>ARTICLE 27 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION .....</b>	<b>17</b>
<b>ARTICLE 28 -- PERSONAL LEAVE .....</b>	<b>18</b>
<b>ARTICLE 29 -- MILITARY LEAVE .....</b>	<b>18</b>
<b>ARTICLE 30 -- BEREAVEMENT LEAVE.....</b>	<b>18</b>

**ARTICLE 31 -- JURY DUTY..... 19**  
**ARTICLE 32 -- LEAVE OF ABSENCE..... 19**  
**ARTICLE 33 -- FAMILY AND MEDICAL LEAVE..... 19**  
**ARTICLE 34 -- BLOOD DONATION LEAVE..... 19**  
**ARTICLE 35 -- CIVIC DUTY LEAVE..... 20**  
**ARTICLE 36 -- VOTING TIME ..... 20**  
**ARTICLE 37 -- HOLIDAYS ..... 20**  
**ARTICLE 38 -- HEALTH AND WELFARE..... 21**  
**ARTICLE 39 -- SUPPLEMENTAL RETIREMENT BENEFIT ..... 22**  
**ARTICLE 40 -- DISCIPLINE AND DISCHARGE..... 22**  
**ARTICLE 41 -- GRIEVANCE PROCEDURE ..... 23**  
**ARTICLE 42 -- ENTIRE UNDERSTANDING ..... 25**  
**ARTICLE 43 -- SAVINGS CLAUSE..... 25**  
**ARTICLE 44 -- DURATION AND REOPENER..... 25**  
**ATTACHMENT A – MEMORANDUM OF UNDERSTANDING ..... 27**  
**ATTACHMENT B - SCHEDULED PAY RATES ..... 29**  
**ATTACHMENT C – PUBLIC EMPLOYEE RELATIONS BOARD (PERB)  
CERTIFICATION LIST..... 53**

**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 in Attachment C.

B. In the event that any above referenced title of a job classification is retitled or renamed and said class of work is found in Attachment C and is consistent with the Labor Code, then, any and all such job classifications shall specifically be included in the above referenced certified bargaining unit in this Agreement.

C. The Health Department will make available an electronic database with updated staff listings monthly or upon request.

**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.

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

F. Administrative leave may be granted by the employee's Appointing Authority where an employee is subpoenaed to appear before a court or otherwise officially requested to appear before a public body, public agency or commission on matters relating to this Article.

**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 sixty (60) days to the extent possible prior to its proposed implementation.

C. The parties agree to participate in a Labor-Management Committee, which may meet as issues arise by either party, 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.

E. The County will provide the Local Union President and the Chief Steward each a copy of the current Personnel Law Manual with updates as they are published.

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

A. The County recognizes and shall deal with nine (9) accredited Union Stewards or alternate Stewards, for employees covered by this Agreement. The County recognizes and shall deal with the appropriate Union Representatives, as set forth herein, 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 Union shall promptly notify the County of any changes of such Stewards and/or alternates.

D. AFSCME Locals 241, 1170, 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 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. Union Stewards and the Local Union President 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.

H. One (1) County Administration Building parking permit and one (1) County Service Building parking permit shall be provided for each of the following: the Local Union President, Chief Steward 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 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.

C. 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.

D. 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.

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 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 and/or electronic mail systems 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. Any mass broadcast communications must receive prior approval of the Health Officer or designee. The Union shall also be permitted reasonable use of the County telephone and/or photocopy systems, provided the Union supplies its own paper.
- 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 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. Also, each member of the Local Union contract negotiations committee shall be granted eight (8) hours of administrative leave to prepare for negotiations with the County. The Union must request the leave in a reasonable amount of time before it is to be used, and such request shall not be unreasonably withheld.
- 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 (COLA) Increases**

1. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after October 1, 2003. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after January 1, 2004. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after April 1, 2004.

2. Employees covered by this Agreement will receive a one percent (1%) increase to their salary rate effective the first full pay period beginning on or after October 1, 2004. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after January 1, 2005. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after April 1, 2005.

3. Should any other AFSCME Council 67 bargaining unit negotiate a higher annualized COLA for Fiscal Year 2004 and Fiscal Year 2005, Local 3389 will receive an adjustment to the increases equal to such higher negotiated COLA.

B. Merit Increases

Employees covered by this Agreement who are eligible to receive a merit increase in Fiscal Year 2004 and/or Fiscal Year 2005 will receive a merit increase of three and one-half percent (3 1/2%) to their base salary rate, on their anniversary date during Fiscal Year 2004 and/or Fiscal Year 2005.

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 1/2%) 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 1/2%) above the L1 rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

c. Effective the first full pay period beginning on or after July 1, 2003, longevity Step L3 is established at two and one half percent (2 1/2%) above the L2 rate. Employees will be eligible to advance to Step L3 after completing nineteen (19) 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 a longevity step.

b. Beginning in Fiscal Year 2002, advancement to a longevity step is 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 1996 and Fiscal Year 1997) advances 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 1996 and Fiscal Year 1997) 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 (1) 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 1996 and Fiscal Year 1997).

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.

**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 workweeks for employees and a flexible work schedule based on departmental operational needs.

1. The Employer shall implement a flexible work schedule in accordance with the following:

- a. Operational requirements must be met;
- b. Service to the public or client population must be maintained;
- c. Costs to the County will not be increased;
- d. Each office/operation must be covered during regular hours;
- e. Flextime will not diminish the ability of the Department to assign responsibility and accountability to individual employees for the provision of County services and the performance of their duties; and,
- f. Flextime will not affect the 80-hour pay period for full-time employees.

2. Exclusions

It is recognized that some operations within the County do not lend themselves to flexible work hours. The Health Officer may exclude organizational units or positions from flextime. Where flextime is allowed, the Health Officer may specify the types of flextime that

will be available to employees in accordance with operational requirements, and may exclude employees with bona fide performance or attendance problems. Decisions by the Health Officer to exclude organizational units, positions, or individual employees with performance problems are not grievable or arbitrable under this Agreement.

### 3. Employee Requests

In the positions of organizational units where flextime is permitted, requests from employees for any type of change in work schedule or work hours will be considered on the basis of the above standards and the workload of the organizational unit involved. It is recognized that when requests from employees for changes in work hours or schedules have already been granted, this may preclude the granting of subsequent requests from other employees.

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 County recognizes that periodic rest periods are necessary to maintain productivity of employees. Where it is not currently practiced, subject to operational and workload needs, Management and Labor will work jointly to develop a Division rest period policy. The policy will be included on the agenda for the first Labor-Management meeting after the contract is approved by the County Council.

## **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 1/2) 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 1/2) 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 (1 1/2) times 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 1/2) times in lieu of compensatory leave for overtime.

3. All essential employees who are required to report to work when an emergency is declared will be compensated at the rate of two (2) times their regular rate of pay for overtime work done when the County Government is closed.

4. 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, II and III; Disease Control Specialist I, II and III; Community Health Nurse I and II; plus, any other job classification of employees identified by the Health Officer or his/her designee.

B. This provision shall be applicable to work performed under the regular emergency response duty and work under the County Emergency Operation Plan.

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. Straight time will be paid for after duty hours when carrying a County issued personal communications device, and one and one-half (1 1/2) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority), will be paid if asked to respond. 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 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. Straight time will be paid for after duty hours when carrying a County issued personal communications device, and one and one-half (1 1/2) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority) will be paid if asked to respond. 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 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 (1) 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 in the same job classification but in a different programmatic area. Employees shall have all training work assignments explained to them fully. Training will not last more than forty-five (45) days unless agreed upon between the Union and the County for extension.

D. An employee who has a temporary assignment to a lower job classification shall maintain his/her base hourly rate of pay from the position held immediately previous to the temporary assignment to a lower job classification.

E. An employee covered by this Agreement who believes his/her job duties and responsibilities are outside of his/her job classification may submit a request through the Grievance Procedure under Article 41 of this Agreement.

F. The Labor-Management Committee will continue to meet and make recommendations to the Health Officer concerning emergency deployment of staff.

### **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. The Committee shall meet as issues arise, by either party, but not more than monthly, unless agreed to by both parties. The Committee shall be constituted as follows:

1. Equal numbers of members from Labor and Management;
2. Each party shall select their own members; and,
3. A representative from Labor and Management shall co-chair.

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. Under Administrative Procedure 640, employees covered by this Agreement may not be required to use their personal vehicles for County business.

D. Annual influenza shots will be made available first to clinical staff and then to general staff based on availability. Hepatitis B vaccine is offered in accordance with OSHA requirements.

E. The Union shall be a permanent and full member of the Department's Bio-terrorism Response Committee, including the development of policies and procedures for responding to any type of bio-terrorism and the establishment of a voluntary Smallpox Response Team.

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

All new hires, promotions and transfers to vacant and/or newly created 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 D 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 (3) 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 monthly 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 exceptions:

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 (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 (1/2) 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 1/2) 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, parents, children, grandparents, grandchildren or former primary caregiver 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:

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 (1/2) 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-six (26) 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, brother- or sister-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 former primary care givers, parents, parents-in-law, spouse, domestic partner, siblings 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; and,
8. Be legally competent to contract; and share sufficient financial and legal obligations.

### **ARTICLE 31 -- 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 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:

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 and amount of coverage. 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**

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

B. Annual Reports

Upon request the County shall provide an annual status report to each member of his/her benefits. In addition, the County shall provide to each member upon request an annual status report of the Supplemental Pension System, including but not limited to, its financial and investment activities.

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

A. Discipline

1. 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.

2. 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.

3. Any disciplinary action may be processed through the grievance procedure specified in this Agreement.

4. 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.

5. The Local President, Chief Steward and appropriate Steward shall receive copies of all written disciplinary actions and intended action.

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

B. Discharge and Suspension

1. 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.

2. 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.

3. 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, Chief 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 Chief Labor Negotiator, 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 Chief Labor Negotiator, within seven (7) working days after receipt of the answer at Step 2. Within seven (7) working days after receipt of the appeal, the Chief Labor Negotiator, or his/her designee and the Union will meet to discuss the grievance. The Chief Labor Negotiator or his/her 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. In the event the Arbitrator decides in favor of the grievance, the County shall make every reasonable effort upon receipt of the Arbitrator's written decision, to execute said award decision within forty-five (45) calendar days, unless the County provides a copy of a written appeal to the Union.

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, 2003, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2005. This Agreement shall be automatically renewed from year to year after June 30, 2005, unless either party shall notify the other in writing no later than October 1, 2004, (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 \_\_\_\_\_, 2003 in Upper Marlboro, Prince George's County, Maryland

FOR AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND

---

Patricia J. Fletcher  
Staff Representative, Council 67

---

Jack B. Johnson  
County Executive

---

Thomas F. Colbert  
President, Local 3389



**ATTACHMENT A – MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN PRINCE GEORGE’S COUNTY, MARYLAND &  
THE AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME) LOCALS 3389 AND 1170**

This Memorandum of Understanding is entered into by and between the Prince George’s County, Maryland (the “County”), and the American Federation American Federation of State County and Municipal Employees (“AFSCME”) and it affiliated Locals 3389 and 1170.

WHEREAS, the United States Secretary of Health and Human Services pursuant to Subsection 224(p) of the Public Health Service Act as amended by Subsection 304(c) of the Homeland Security Act, has issued a Declaration;

WHEREAS, the aforementioned Declaration concludes, that a potential public health emergency makes advisable the administration of a covered countermeasure against smallpox including but not limited to the vaccinia vaccine (the smallpox vaccine) or other substance used to prevent or treat smallpox or control or treat the adverse effects of vaccinia to a specified category of individuals, prior to the occurrence of a bio-terrorist event or outbreak of smallpox;

WHEREAS, the specified category of individual that is recommended to take the vaccine are those persons who would be called on to serve on response teams which would be responsible for investigating, treating and containing the first incidents of smallpox, as well as assisting in the inoculation of County public safety personnel and the general population;

WHEREAS, the Prince George’s County Health Department (Health Department) is a local health care entity that shall assist in the administration of the smallpox vaccine in the event of a smallpox outbreak;

WHEREAS, the individuals recommended for inoculation at this time include any person who is an official, agent or employee of a health care entity under whose auspices such countermeasures are administered and qualified persons who administer the countermeasures;

WHEREAS, pursuant to the Secretary’s Declaration, the Homeland Security Act and the State’s Smallpox vaccination plan the Health Department has requested that its employees volunteer to take the smallpox vaccine and serve on the smallpox response team;

NOW THEREFORE, the Parties agree as follows:

1. The County shall educate all Health Department employees about the smallpox virus, the health risks associated with the vaccine and proper infection control protocols. The County agrees to educate all Health Department employees concerning smallpox, the vaccination process, and infection control measures in the workplace. The Health Department shall add Smallpox Training to its current “Infection Control Training.”

2. The County agrees that it will not pressure its employees to volunteer to take the Smallpox vaccine and that there shall be no discrimination or reprisals against employees who decline to be vaccinated or experience an adverse reaction to the vaccine.
3. All persons who volunteer to take the vaccine shall receive free and confidential medical screening for contraindications for the vaccine, prior to being administered the vaccine. This screening shall be provided by the Regional Vaccination Center. Those employees who volunteer to take the vaccine, shall receive appropriate medical protocols for receiving the vaccine and monitoring the inoculation site until the site is completely healed.
4. The County shall cover any lost time associated with employees taking the vaccine. The County shall also ensure that its health insurance plans provide coverage for costs associated with receiving treatment for side effects suffered as a result of taking the vaccine. The coverages specified in this paragraph shall be provided so long as the employee has followed the proper protocol for caring for the inoculation site, if applicable, and has filed the appropriate paperwork within the specific timeframe identified in County procedures. Employees who suffer an adverse reaction and are eligible for Disability Leave, in accordance with Personnel Law Section 16-224, will be granted such leave up to one hundred and eighty (180) days. Employees who suffer an adverse reaction and are forced to utilize their accrued leave to take time off of work, shall have their leave restored upon approval of the worker's compensation claim.
5. The County shall provide employees with a triage phone number which they can call twenty-four (24) hours a day, seven (7) days a week to report any adverse reaction. Employees who suffer an adverse reaction will be instructed to submit the first report of injury within the required twenty-four (24) hour time frame and to submit all other paperwork required for a Worker's Compensation claim to be filed, according to current guidelines.
6. In order to ensure the employees are able to make a fully informed decision respective to whether or not to take the vaccine, employees shall be fully informed of the job responsibilities they will be expected to carry out if in the event of a smallpox outbreak.

Signed by all parties on 3/27/03

**ATTACHMENT B - SCHEDULED PAY RATES**

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

(This salary schedule is shown as a convenient reference and shall remain in effect through July 13, 2003.)

GRADE		MINIMUM	MAXIMUM	L1	L2
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

GRADE		MINIMUM	MAXIMUM	L1	L2
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
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

GRADE		MINIMUM	MAXIMUM	L1	L2
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.

**SCHEDULE OF PAY GRADES (J01 - J27)**  
**AFSCME LOCAL 3389 (HEALTH DEPARTMENT)**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE JULY 13, 2003**

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J01	HOURLY	6.1653	10.7822	11.0438	11.3119	11.5947
	BIWKLY	493.22	862.58	883.5	904.95	927.58
	ANNUAL	12,824	22,427	22,971	23,529	24,117
J02	HOURLY	7.3407	11.2891	11.5633	11.8444	12.1405
	BIWKLY	587.26	903.13	925.07	947.55	971.24
	ANNUAL	15,269	23,481	24,052	24,636	25,252
J03	HOURLY	7.6753	11.8213	12.1088	12.4035	12.7136
	BIWKLY	614.02	945.7	968.7	992.28	1017.09
	ANNUAL	15,965	24,588	25,186	25,799	26,444
J04	HOURLY	8.0267	12.3799	12.6814	12.9904	13.3152
	BIWKLY	642.14	990.39	1014.51	1039.23	1065.21
	ANNUAL	16,696	25,750	26,377	27,020	27,696
J05	HOURLY	8.3958	12.9664	13.2826	13.6066	13.9468
	BIWKLY	671.66	1037.31	1062.61	1088.53	1115.74
	ANNUAL	17,463	26,970	27,628	28,302	29,009
J06	HOURLY	8.7834	13.5825	13.9141	14.2539	14.6102
	BIWKLY	702.67	1086.6	1113.13	1140.32	1168.82
	ANNUAL	18,270	28,252	28,941	29,648	30,389
J07	HOURLY	9.1901	14.2297	14.5774	14.9339	15.3072
	BIWKLY	735.21	1138.37	1166.19	1194.71	1224.58
	ANNUAL	19,115	29,598	30,321	31,062	31,839
J08	HOURLY	9.6174	14.9085	15.2733	15.6471	16.0383
	BIWKLY	769.39	1192.68	1221.86	1251.77	1283.06
	ANNUAL	20,004	31,010	31,768	32,546	33,360
J09	HOURLY	10.0658	15.6217	16.0042	16.3963	16.8062
	BIWKLY	805.27	1249.73	1280.34	1311.71	1344.50
	ANNUAL	20,937	32,493	33,289	34,104	34,957
J10	HOURLY	10.5368	16.3704	16.7716	17.1829	17.6125
	BIWKLY	842.95	1309.63	1341.73	1374.63	1409.00
	ANNUAL	21,917	34,050	34,885	35,740	36,634

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J11	HOURLY	11.0314	17.1568	17.5777	18.0092	18.4594
	BIWKLY	882.51	1372.54	1406.22	1440.73	1476.75
	ANNUAL	22,945	35,686	36,562	37,459	38,396
J12	HOURLY	11.5507	17.9823	18.4239	18.8765	19.3484
	BIWKLY	924.05	1438.59	1473.91	1510.12	1547.87
	ANNUAL	24,025	37,403	38,322	39,263	40,245
J13	HOURLY	12.0957	18.849	19.3123	19.7871	20.2818
	BIWKLY	967.66	1507.92	1544.98	1582.97	1622.54
	ANNUAL	25,159	39,206	40,170	41,157	42,186
J14	HOURLY	12.6682	19.7593	20.2452	20.7434	21.2620
	BIWKLY	1013.46	1580.74	1619.62	1659.47	1700.96
	ANNUAL	26,350	41,099	42,110	43,146	44,225
J15	HOURLY	13.2694	20.715	21.2248	21.7475	22.2912
	BIWKLY	1061.55	1657.2	1697.99	1739.8	1783.30
	ANNUAL	27,600	43,087	44,148	45,235	46,366
J16	HOURLY	13.9007	21.7183	22.2533	22.8016	23.3716
	BIWKLY	1112.05	1737.47	1780.26	1824.13	1869.73
	ANNUAL	28,913	45,174	46,287	47,427	48,613
J17	HOURLY	14.5632	22.7719	23.3332	23.9085	24.5062
	BIWKLY	1165.06	1821.75	1866.66	1912.68	1960.50
	ANNUAL	30,291	47,366	48,533	49,730	50,973
J18	HOURLY	15.2592	23.8783	24.4673	25.071	25.6978
	BIWKLY	1220.74	1910.27	1957.38	2005.68	2055.82
	ANNUAL	31,739	49,667	50,892	52,148	53,451
J19	HOURLY	15.9899	25.0399	25.6579	26.2914	26.9487
	BIWKLY	1279.19	2003.19	2052.63	2103.31	2155.89
	ANNUAL	33,259	52,083	53,368	54,686	56,053
J20	HOURLY	16.7569	26.2593	26.9078	27.5725	28.2618
	BIWKLY	1340.55	2100.74	2152.62	2205.8	2260.95
	ANNUAL	34,854	54,619	55,968	57,351	58,785
J21	HOURLY	17.5623	27.5400	28.2205	28.9181	29.6411
	BIWKLY	1404.99	2203.20	2257.64	2313.44	2371.28
	ANNUAL	36,530	57,283	58,699	60,150	61,653

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J22	HOURLY	18.4084	28.8847	29.5989	30.3309	31.0892
	BIWKLY	1472.67	2310.78	2367.91	2426.47	2487.13
	ANNUAL	38,289	60,080	61,566	63,088	64,665
J23	HOURLY	19.2964	30.2965	31.0459	31.8141	32.6095
	BIWKLY	1543.71	2423.72	2483.67	2545.13	2608.76
	ANNUAL	40,137	63,017	64,576	66,173	67,828
J24	HOURLY	20.2288	31.7792	32.5657	33.3719	34.2062
	BIWKLY	1618.3	2542.34	2605.26	2669.75	2736.50
	ANNUAL	42,076	66,101	67,737	69,414	71,149
J25	HOURLY	21.2082	33.336	34.1614	35.0074	35.8826
	BIWKLY	1696.66	2666.88	2732.91	2800.6	2870.61
	ANNUAL	44,113	69,339	71,056	72,815	74,636
J26	HOURLY	22.2363	34.9703	35.8366	36.7245	37.6426
	BIWKLY	1778.9	2797.63	2866.93	2937.96	3011.41
	ANNUAL	46,251	72,738	74,540	76,387	78,297
J27	HOURLY	23.3159	36.6866	37.5958	38.5277	39.4909
	BIWKLY	1865.27	2934.93	3007.66	3082.22	3159.27
	ANNUAL	48,497	76,308	78,199	80,138	82,141

The hourly rates are the same as the September 8, 2002 rates with the addition of Step L3. 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 OCTOBER 5, 2003**

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J01	HOURLY	6.2270	10.8900	11.1542	11.4250	11.7106
	BIWKLY	498.16	871.20	892.34	914.00	936.85
	ANNUAL	12,952	22,651	23,201	23,764	24,358
J02	HOURLY	7.4141	11.4020	11.6789	11.9628	12.2619
	BIWKLY	593.13	912.16	934.31	957.03	980.95
	ANNUAL	15,421	23,716	24,292	24,883	25,505
J03	HOURLY	7.7521	11.9395	12.2299	12.5275	12.8407
	BIWKLY	620.16	955.16	978.39	1002.20	1027.26
	ANNUAL	16,124	24,834	25,438	26,057	26,709
J04	HOURLY	8.1070	12.5037	12.8082	13.1203	13.4483
	BIWKLY	648.56	1000.30	1024.66	1049.62	1075.86
	ANNUAL	16,862	26,008	26,641	27,290	27,972
J05	HOURLY	8.4798	13.0961	13.4154	13.7427	14.0862
	BIWKLY	678.38	1047.69	1073.23	1099.41	1126.90
	ANNUAL	17,638	27,240	27,904	28,585	29,299
J06	HOURLY	8.8712	13.7183	14.0532	14.3964	14.7563
	BIWKLY	709.70	1097.47	1124.26	1151.72	1180.51
	ANNUAL	18,452	28,534	29,231	29,945	30,693
J07	HOURLY	9.2820	14.3720	14.7232	15.0832	15.4603
	BIWKLY	742.56	1149.76	1177.85	1206.66	1236.83
	ANNUAL	19,307	29,894	30,624	31,373	32,157
J08	HOURLY	9.7136	15.0576	15.4260	15.8036	16.1987
	BIWKLY	777.09	1204.61	1234.08	1264.29	1295.89
	ANNUAL	20,204	31,320	32,086	32,871	33,693
J09	HOURLY	10.1665	15.7779	16.1642	16.5603	16.9743
	BIWKLY	813.32	1262.23	1293.14	1324.82	1357.94
	ANNUAL	21,146	32,818	33,622	34,445	35,306

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J10	HOURLY	10.6422	16.5341	16.9393	17.3547	17.7886
	BIWKLY	851.37	1322.73	1355.15	1388.38	1423.09
	ANNUAL	22,136	34,391	35,234	36,098	37,000
J11	HOURLY	11.1417	17.3284	17.7535	18.1893	18.6440
	BIWKLY	891.34	1386.27	1420.28	1455.14	1491.52
	ANNUAL	23,175	36,043	36,927	37,834	38,780
J12	HOURLY	11.6662	18.1621	18.6081	19.0653	19.5419
	BIWKLY	933.30	1452.97	1488.65	1525.22	1563.35
	ANNUAL	24,266	37,777	38,705	39,656	40,647
J13	HOURLY	12.2167	19.0375	19.5054	19.9850	20.4846
	BIWKLY	977.33	1523.00	1560.43	1598.80	1638.77
	ANNUAL	25,411	39,598	40,571	41,569	42,608
J14	HOURLY	12.7949	19.9569	20.4477	20.9508	21.4746
	BIWKLY	1023.59	1596.55	1635.81	1676.07	1717.97
	ANNUAL	26,613	41,510	42,531	43,578	44,667
J15	HOURLY	13.4021	20.9222	21.4370	21.9650	22.5141
	BIWKLY	1072.17	1673.77	1714.96	1757.20	1801.13
	ANNUAL	27,876	43,518	44,589	45,687	46,829
J16	HOURLY	14.0397	21.9355	22.4758	23.0296	23.6054
	BIWKLY	1123.18	1754.84	1798.07	1842.37	1888.43
	ANNUAL	29,203	45,626	46,750	47,902	49,099
J17	HOURLY	14.7088	22.9996	23.5665	24.1476	24.7513
	BIWKLY	1176.71	1839.97	1885.32	1931.81	1980.10
	ANNUAL	30,594	47,839	49,018	50,227	51,483
J18	HOURLY	15.4118	24.1171	24.7120	25.3217	25.9548
	BIWKLY	1232.94	1929.37	1976.96	2025.74	2076.38
	ANNUAL	32,057	50,164	51,401	52,669	53,986
J19	HOURLY	16.1498	25.2903	25.9145	26.5543	27.2182
	BIWKLY	1291.98	2023.22	2073.16	2124.35	2177.45
	ANNUAL	33,592	52,604	53,902	55,233	56,614
J20	HOURLY	16.9245	26.5219	27.1769	27.8482	28.5444
	BIWKLY	1353.96	2121.75	2174.15	2227.86	2283.55
	ANNUAL	35,203	55,166	56,528	57,924	59,372

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J21	HOURLY	17.7379	27.8154	28.5027	29.2073	29.9375
	BIWKLY	1419.03	2225.23	2280.22	2336.58	2395.00
	ANNUAL	36,895	57,856	59,286	60,751	62,270
J22	HOURLY	18.5925	29.1735	29.8949	30.6342	31.4001
	BIWKLY	1487.40	2333.88	2391.59	2450.74	2512.01
	ANNUAL	38,672	60,681	62,181	63,719	65,312
J23	HOURLY	19.4894	30.5995	31.3564	32.1322	32.9355
	BIWKLY	1559.15	2447.96	2508.51	2570.58	2634.84
	ANNUAL	40,538	63,647	65,221	66,835	68,506
J24	HOURLY	20.4311	32.0970	32.8914	33.7056	34.5483
	BIWKLY	1634.49	2567.76	2631.31	2696.45	2763.86
	ANNUAL	42,497	66,762	68,414	70,108	71,860
J25	HOURLY	21.4203	33.6694	34.5030	35.3575	36.2414
	BIWKLY	1713.62	2693.55	2760.24	2828.60	2899.31
	ANNUAL	44,554	70,032	71,766	73,544	75,382
J26	HOURLY	22.4587	35.3200	36.1950	37.0917	38.0190
	BIWKLY	1796.69	2825.60	2895.60	2967.34	3041.52
	ANNUAL	46,714	73,466	75,286	77,151	79,080
J27	HOURLY	23.5491	37.0535	37.9718	38.9130	39.8858
	BIWKLY	1883.92	2964.28	3037.74	3113.04	3190.86
	ANNUAL	48,982	77,071	78,981	80,939	82,962

The hourly rates are the same as the September 8, 2002 rates multiplied by 101.0%. See Article 12C. for a full description. 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 JANUARY 11, 2004**

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J01	HOURLY	6.2892	10.9989	11.2658	11.5393	11.8278
	BIWKLY	503.14	879.91	901.26	923.14	946.22
	ANNUAL	13,082	22,878	23,433	24,002	24,602
J02	HOURLY	7.4882	11.5160	11.7957	12.0825	12.3845
	BIWKLY	599.06	921.28	943.66	966.60	990.76
	ANNUAL	15,576	23,953	24,535	25,132	25,760
J03	HOURLY	7.8296	12.0589	12.3522	12.6528	12.9691
	BIWKLY	626.37	964.71	988.17	1012.22	1037.53
	ANNUAL	16,286	25,083	25,693	26,318	26,976
J04	HOURLY	8.1880	12.6287	12.9363	13.2515	13.5828
	BIWKLY	655.04	1010.30	1034.90	1060.12	1086.62
	ANNUAL	17,031	26,268	26,907	27,563	28,252
J05	HOURLY	8.5646	13.2270	13.5496	13.8801	14.2271
	BIWKLY	685.16	1058.16	1083.97	1110.41	1138.17
	ANNUAL	17,814	27,512	28,183	28,871	29,592
J06	HOURLY	8.9599	13.8555	14.1938	14.5404	14.9039
	BIWKLY	716.80	1108.44	1135.50	1163.23	1192.31
	ANNUAL	18,637	28,819	29,523	30,244	31,000
J07	HOURLY	9.3748	14.5157	14.8704	15.2341	15.6149
	BIWKLY	749.99	1161.26	1189.63	1218.73	1249.19
	ANNUAL	19,500	30,193	30,930	31,687	32,479
J08	HOURLY	9.8107	15.2082	15.5803	15.9616	16.3606
	BIWKLY	784.86	1216.65	1246.42	1276.93	1308.85
	ANNUAL	20,406	31,633	32,407	33,200	34,030
J09	HOURLY	10.2681	15.9357	16.3259	16.7259	17.1440
	BIWKLY	821.45	1274.86	1306.07	1338.07	1371.52
	ANNUAL	21,358	33,146	33,958	34,790	35,660

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J10	HOURLY	10.7486	16.6994	17.1087	17.5283	17.9665
	BIWKLY	859.89	1335.96	1368.70	1402.26	1437.32
	ANNUAL	22,357	34,735	35,586	36,459	37,370
J11	HOURLY	11.2531	17.5017	17.9310	18.3712	18.8305
	BIWKLY	900.25	1400.13	1434.48	1469.69	1506.44
	ANNUAL	23,407	36,403	37,297	38,212	39,167
J12	HOURLY	11.7829	18.3437	18.7942	19.2559	19.7373
	BIWKLY	942.63	1467.50	1503.54	1540.47	1578.99
	ANNUAL	24,508	38,155	39,092	40,052	41,054
J13	HOURLY	12.3388	19.2279	19.7005	20.1848	20.6894
	BIWKLY	987.11	1538.23	1576.04	1614.79	1655.16
	ANNUAL	25,665	39,994	40,977	41,984	43,034
J14	HOURLY	12.9228	20.1565	20.6521	21.1603	21.6894
	BIWKLY	1033.83	1612.52	1652.17	1692.83	1735.15
	ANNUAL	26,879	41,925	42,956	44,014	45,114
J15	HOURLY	13.5361	21.1314	21.6514	22.1846	22.7392
	BIWKLY	1082.89	1690.51	1732.11	1774.77	1819.14
	ANNUAL	28,155	43,953	45,035	46,144	47,298
J16	HOURLY	14.1801	22.1548	22.7006	23.2599	23.8414
	BIWKLY	1134.41	1772.39	1816.05	1860.79	1907.31
	ANNUAL	29,495	46,082	47,217	48,381	49,590
J17	HOURLY	14.8559	23.2296	23.8022	24.3891	24.9988
	BIWKLY	1188.47	1858.37	1904.18	1951.12	1999.90
	ANNUAL	30,900	48,318	49,509	50,729	51,997
J18	HOURLY	15.5659	24.3583	24.9591	25.5749	26.2143
	BIWKLY	1245.27	1948.66	1996.73	2045.99	2097.14
	ANNUAL	32,377	50,665	51,915	53,196	54,526
J19	HOURLY	16.3113	25.5432	26.1736	26.8199	27.4904
	BIWKLY	1304.90	2043.46	2093.89	2145.59	2199.23
	ANNUAL	33,927	53,130	54,441	55,785	57,180
J20	HOURLY	17.0937	26.7871	27.4486	28.1267	28.8299
	BIWKLY	1367.50	2142.97	2195.89	2250.14	2306.39
	ANNUAL	35,555	55,717	57,093	58,504	59,966

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J21	HOURLY	17.9153	28.0936	28.7877	29.4994	30.2368
	BIWKLY	1433.22	2247.48	2303.02	2359.95	2418.95
	ANNUAL	37,264	58,435	59,878	61,359	62,893
J22	HOURLY	18.7784	29.4653	30.1938	30.9406	31.7141
	BIWKLY	1502.27	2357.22	2415.51	2475.24	2537.13
	ANNUAL	39,059	61,288	62,803	64,356	65,965
J23	HOURLY	19.6843	30.9055	31.6699	32.4536	33.2649
	BIWKLY	1574.74	2472.44	2533.59	2596.29	2661.19
	ANNUAL	40,943	64,283	65,873	67,503	69,191
J24	HOURLY	20.6354	32.4180	33.2203	34.0427	34.8937
	BIWKLY	1650.83	2593.44	2657.62	2723.41	2791.50
	ANNUAL	42,922	67,429	69,098	70,809	72,579
J25	HOURLY	21.6345	34.0061	34.8480	35.7110	36.6038
	BIWKLY	1730.76	2720.48	2787.84	2856.88	2928.31
	ANNUAL	45,000	70,733	72,484	74,279	76,136
J26	HOURLY	22.6832	35.6732	36.5569	37.4627	38.3992
	BIWKLY	1814.66	2853.86	2924.55	2997.01	3071.94
	ANNUAL	47,181	74,200	76,038	77,922	79,870
J27	HOURLY	23.7845	37.4240	38.3515	39.3021	40.2847
	BIWKLY	1902.76	2993.92	3068.12	3144.17	3222.77
	ANNUAL	49,472	77,842	79,771	81,748	83,792

The hourly rates are the same as the October 5, 2003 rates multiplied by 101.0%. 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 APRIL 4, 2004**

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J01	HOURLY	6.3521	11.1089	11.3784	11.6547	11.9460
	BIWKLY	508.17	888.71	910.28	932.37	955.68
	ANNUAL	13,212	23,107	23,667	24,242	24,848
J02	HOURLY	7.5631	11.6312	11.9137	12.2033	12.5084
	BIWKLY	605.05	930.49	953.09	976.26	1000.67
	ANNUAL	15,731	24,193	24,780	25,383	26,017
J03	HOURLY	7.9079	12.1795	12.4757	12.7793	13.0988
	BIWKLY	632.63	974.36	998.06	1022.35	1047.91
	ANNUAL	16,448	25,333	25,949	26,581	27,246
J04	HOURLY	8.2699	12.7550	13.0657	13.3840	13.7186
	BIWKLY	661.59	1020.40	1045.25	1070.72	1097.49
	ANNUAL	17,201	26,530	27,177	27,839	28,535
J05	HOURLY	8.6502	13.3593	13.6851	14.0189	14.3694
	BIWKLY	692.02	1068.74	1094.81	1121.51	1149.55
	ANNUAL	17,992	27,787	28,465	29,159	29,888
J06	HOURLY	9.0495	13.9941	14.3357	14.6858	15.0530
	BIWKLY	723.96	1119.53	1146.86	1174.86	1204.24
	ANNUAL	18,823	29,108	29,818	30,546	31,310
J07	HOURLY	9.4686	14.6609	15.0191	15.3864	15.7711
	BIWKLY	757.49	1172.87	1201.53	1230.91	1261.69
	ANNUAL	19,695	30,495	31,240	32,004	32,804
J08	HOURLY	9.9088	15.3602	15.7361	16.1212	16.5243
	BIWKLY	792.71	1228.82	1258.89	1289.70	1321.94
	ANNUAL	20,610	31,949	32,731	33,532	34,370
J09	HOURLY	10.3708	16.0951	16.4891	16.8931	17.3155
	BIWKLY	829.66	1287.60	1319.13	1351.45	1385.24
	ANNUAL	21,571	33,478	34,297	35,138	36,016
J10	HOURLY	10.8561	16.8664	17.2798	17.7036	18.1461
	BIWKLY	868.49	1349.32	1382.38	1416.28	1451.69
	ANNUAL	22,581	35,082	35,942	36,823	37,744

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J11	HOURLY	11.3657	17.6767	18.1103	18.5549	19.0188
	BIWKLY	909.25	1414.13	1448.83	1484.39	1521.50
	ANNUAL	23,641	36,767	37,669	38,594	39,559
J12	HOURLY	11.9007	18.5272	18.9822	19.4485	19.9347
	BIWKLY	952.06	1482.17	1518.57	1555.88	1594.78
	ANNUAL	24,753	38,537	39,483	40,453	41,464
J13	HOURLY	12.4622	19.4201	19.8975	20.3867	20.8963
	BIWKLY	996.98	1553.61	1591.80	1630.93	1671.71
	ANNUAL	25,921	40,394	41,387	42,404	43,464
J14	HOURLY	13.0521	20.3580	20.8586	21.3719	21.9062
	BIWKLY	1044.16	1628.64	1668.69	1709.76	1752.50
	ANNUAL	27,148	42,345	43,386	44,454	45,565
J15	HOURLY	13.6715	21.3427	21.8679	22.4065	22.9666
	BIWKLY	1093.72	1707.41	1749.43	1792.52	1837.33
	ANNUAL	28,437	44,393	45,485	46,605	47,771
J16	HOURLY	14.3219	22.3764	22.9276	23.4925	24.0798
	BIWKLY	1145.75	1790.11	1834.21	1879.40	1926.39
	ANNUAL	29,790	46,543	47,689	48,864	50,086
J17	HOURLY	15.0045	23.4619	24.0402	24.6330	25.2488
	BIWKLY	1200.36	1876.95	1923.22	1970.64	2019.90
	ANNUAL	31,209	48,801	50,004	51,237	52,517
J18	HOURLY	15.7216	24.6018	25.2087	25.8307	26.4764
	BIWKLY	1257.73	1968.15	2016.69	2066.45	2118.12
	ANNUAL	32,701	51,172	52,434	53,728	55,071
J19	HOURLY	16.4744	25.7986	26.4354	27.0881	27.7653
	BIWKLY	1317.95	2063.89	2114.83	2167.04	2221.22
	ANNUAL	34,267	53,661	54,986	56,343	57,752
J20	HOURLY	17.2647	27.0550	27.7231	28.4080	29.1182
	BIWKLY	1381.17	2164.40	2217.85	2272.64	2329.45
	ANNUAL	35,910	56,274	57,664	59,089	60,566
J21	HOURLY	18.0945	28.3745	29.0756	29.7943	30.5392
	BIWKLY	1447.56	2269.96	2326.05	2383.55	2443.14
	ANNUAL	37,636	59,019	60,477	61,972	63,522



GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J22	HOURLY	18.9662	29.7599	30.4958	31.2500	32.0312
	BIWKLY	1517.30	2380.79	2439.66	2500.00	2562.50
	ANNUAL	39,450	61,901	63,431	65,000	66,625
J23	HOURLY	19.8811	31.2145	31.9866	32.7781	33.5976
	BIWKLY	1590.49	2497.16	2558.93	2622.25	2687.80
	ANNUAL	41,353	64,926	66,532	68,178	69,883
J24	HOURLY	20.8418	32.7421	33.5525	34.3831	35.2427
	BIWKLY	1667.34	2619.37	2684.20	2750.65	2819.41
	ANNUAL	43,351	68,104	69,789	71,517	73,305
J25	HOURLY	21.8508	34.3461	35.1965	36.0682	36.9699
	BIWKLY	1748.07	2747.69	2815.72	2885.45	2957.59
	ANNUAL	45,450	71,440	73,209	75,022	76,897
J26	HOURLY	22.9101	36.0299	36.9225	37.8373	38.7832
	BIWKLY	1832.81	2882.39	2953.80	3026.98	3102.66
	ANNUAL	47,653	74,942	76,799	78,702	80,669
J27	HOURLY	24.0224	37.7982	38.7350	39.6951	40.6875
	BIWKLY	1921.79	3023.86	3098.80	3175.61	3255.00
	ANNUAL	49,967	78,620	80,569	82,566	84,630

The hourly rates are the same as the January 11, 2004 rates multiplied by 101.0%. 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 OCTOBER 3, 2004**

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J01	HOURLY	6.4156	11.2200	11.4922	11.7712	12.0655
	BIWKLY	513.25	897.60	919.38	941.70	965.24
	ANNUAL	13,345	23,338	23,904	24,484	25,096
J02	HOURLY	7.6388	11.7475	12.0328	12.3253	12.6335
	BIWKLY	611.10	939.80	962.63	986.03	1010.68
	ANNUAL	15,889	24,435	25,028	25,637	26,278
J03	HOURLY	7.9869	12.3013	12.6005	12.9071	13.2298
	BIWKLY	638.96	984.10	1008.04	1032.57	1058.38
	ANNUAL	16,613	25,587	26,209	26,847	27,518
J04	HOURLY	8.3526	12.8826	13.1963	13.5179	13.8558
	BIWKLY	668.21	1030.61	1055.71	1081.43	1108.46
	ANNUAL	17,373	26,796	27,448	28,117	28,820
J05	HOURLY	8.7367	13.4929	13.8219	14.1591	14.5131
	BIWKLY	698.94	1079.43	1105.75	1132.73	1161.04
	ANNUAL	18,172	28,065	28,750	29,451	30,187
J06	HOURLY	9.1400	14.1340	14.4791	14.8327	15.2035
	BIWKLY	731.20	1130.72	1158.33	1186.61	1216.28
	ANNUAL	19,011	29,399	30,116	30,852	31,623
J07	HOURLY	9.5633	14.8075	15.1693	15.5403	15.9288
	BIWKLY	765.06	1184.60	1213.54	1243.22	1274.30
	ANNUAL	19,892	30,800	31,552	32,324	33,132
J08	HOURLY	10.0079	15.5138	15.8935	16.2824	16.6895
	BIWKLY	800.63	1241.11	1271.48	1302.59	1335.16
	ANNUAL	20,816	32,269	33,058	33,867	34,714
J09	HOURLY	10.4745	16.2560	16.6540	17.0621	17.4886
	BIWKLY	837.96	1300.48	1332.32	1364.96	1399.09
	ANNUAL	21,787	33,812	34,640	35,489	36,376
J10	HOURLY	10.9646	17.0351	17.4526	17.8806	18.3276
	BIWKLY	877.17	1362.81	1396.21	1430.45	1466.21
	ANNUAL	22,806	35,433	36,301	37,192	38,121

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J11	HOURLY	11.4793	17.8534	18.2914	18.7404	19.2090
	BIWKLY	918.35	1428.27	1463.31	1499.24	1536.72
	ANNUAL	23,877	37,135	38,046	38,980	39,955
J12	HOURLY	12.0197	18.7125	19.1720	19.6430	20.1340
	BIWKLY	961.58	1497.00	1533.76	1571.44	1610.72
	ANNUAL	25,001	38,922	39,878	40,857	41,879
J13	HOURLY	12.5868	19.6143	20.0965	20.5905	21.1053
	BIWKLY	1006.95	1569.15	1607.72	1647.24	1688.42
	ANNUAL	26,181	40,798	41,801	42,828	43,899
J14	HOURLY	13.1826	20.5616	21.0672	21.5857	22.1253
	BIWKLY	1054.61	1644.93	1685.38	1726.85	1770.02
	ANNUAL	27,420	42,768	43,820	44,898	46,021
J15	HOURLY	13.8082	21.5561	22.0866	22.6305	23.1963
	BIWKLY	1104.66	1724.49	1766.93	1810.44	1855.70
	ANNUAL	28,721	44,837	45,940	47,072	48,248
J16	HOURLY	14.4651	22.6002	23.1569	23.7274	24.3206
	BIWKLY	1157.21	1808.01	1852.55	1898.19	1945.65
	ANNUAL	30,087	47,008	48,166	49,353	50,587
J17	HOURLY	15.1545	23.6965	24.2806	24.8793	25.5013
	BIWKLY	1212.36	1895.72	1942.45	1990.34	2040.10
	ANNUAL	31,521	49,289	50,504	51,749	53,043
J18	HOURLY	15.8788	24.8479	25.4608	26.0890	26.7412
	BIWKLY	1270.30	1987.83	2036.86	2087.12	2139.30
	ANNUAL	33,028	51,684	52,958	54,265	55,622
J19	HOURLY	16.6392	26.0566	26.6997	27.3589	28.0429
	BIWKLY	1331.13	2084.53	2135.98	2188.71	2243.43
	ANNUAL	34,609	54,198	55,535	56,907	58,329
J20	HOURLY	17.4373	27.3255	28.0004	28.6921	29.4094
	BIWKLY	1394.98	2186.04	2240.03	2295.36	2352.75
	ANNUAL	36,270	56,837	58,241	59,679	61,171
J21	HOURLY	18.2754	28.6582	29.3664	30.0923	30.8446
	BIWKLY	1462.03	2292.66	2349.31	2407.38	2467.57
	ANNUAL	38,013	59,609	61,082	62,592	64,157

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J22	HOURLY	19.1559	30.0575	30.8007	31.5625	32.3515
	BIWKLY	1532.47	2404.60	2464.06	2525.00	2588.12
	ANNUAL	39,844	62,520	64,066	65,650	67,291
J23	HOURLY	20.0799	31.5267	32.3065	33.1059	33.9335
	BIWKLY	1606.39	2522.13	2584.52	2648.47	2714.68
	ANNUAL	41,766	65,575	67,197	68,860	70,582
J24	HOURLY	21.0502	33.0696	33.8880	34.7269	35.5951
	BIWKLY	1684.01	2645.57	2711.04	2778.15	2847.61
	ANNUAL	43,784	68,785	70,487	72,232	74,038
J25	HOURLY	22.0693	34.6896	35.5485	36.4288	37.3396
	BIWKLY	1765.55	2775.17	2843.88	2914.31	2987.16
	ANNUAL	45,904	72,154	73,941	75,772	77,666
J26	HOURLY	23.1392	36.3902	37.2917	38.2157	39.1711
	BIWKLY	1851.13	2911.22	2983.34	3057.25	3133.68
	ANNUAL	48,130	75,692	77,567	79,489	81,476
J27	HOURLY	24.2626	38.1762	39.1223	40.0921	41.0944
	BIWKLY	1941.01	3054.10	3129.79	3207.37	3287.55
	ANNUAL	50,466	79,407	81,374	83,392	85,476

The hourly rates are the same as the April 4, 2004 rates multiplied by 101.0%. 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 JANUARY 9, 2005**

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J01	HOURLY	6.4798	11.3322	11.6071	11.8889	12.1861
	BIWKLY	518.38	906.58	928.57	951.11	974.89
	ANNUAL	13,478	23,571	24,143	24,729	25,347
J02	HOURLY	7.7151	11.8650	12.1531	12.4486	12.7598
	BIWKLY	617.21	949.20	972.25	995.89	1020.78
	ANNUAL	16,048	24,679	25,279	25,893	26,540
J03	HOURLY	8.0668	12.4243	12.7265	13.0362	13.3621
	BIWKLY	645.35	993.94	1018.12	1042.90	1068.97
	ANNUAL	16,779	25,843	26,471	27,115	27,793
J04	HOURLY	8.4361	13.0114	13.3283	13.6530	13.9944
	BIWKLY	674.89	1040.91	1066.26	1092.24	1119.55
	ANNUAL	17,547	27,064	27,723	28,398	29,108
J05	HOURLY	8.8241	13.6278	13.9601	14.3007	14.6582
	BIWKLY	705.93	1090.23	1116.81	1144.05	1172.66
	ANNUAL	18,354	28,346	29,037	29,745	30,489
J06	HOURLY	9.2314	14.2753	14.6239	14.9810	15.3555
	BIWKLY	738.52	1142.03	1169.91	1198.48	1228.44
	ANNUAL	19,201	29,693	30,418	31,160	31,939
J07	HOURLY	9.6589	14.9556	15.3210	15.6957	16.0881
	BIWKLY	772.71	1196.44	1225.68	1255.65	1287.05
	ANNUAL	20,090	31,108	31,868	32,647	33,463
J08	HOURLY	10.1080	15.6690	16.0524	16.4453	16.8564
	BIWKLY	808.64	1253.52	1284.19	1315.62	1348.51
	ANNUAL	21,025	32,591	33,389	34,206	35,061
J09	HOURLY	10.5793	16.4186	16.8206	17.2327	17.6635
	BIWKLY	846.34	1313.49	1345.65	1378.61	1413.08
	ANNUAL	22,005	34,151	34,987	35,844	36,740
J10	HOURLY	11.0743	17.2055	17.6271	18.0594	18.5109
	BIWKLY	885.94	1376.44	1410.17	1444.75	1480.87
	ANNUAL	23,035	35,787	36,664	37,564	38,503

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J11	HOURLY	11.5941	18.0320	18.4743	18.9279	19.4010
	BIWKLY	927.53	1442.56	1477.95	1514.23	1552.08
	ANNUAL	24,116	37,506	38,427	39,370	40,354
J12	HOURLY	12.1399	18.8996	19.3637	19.8394	20.3354
	BIWKLY	971.19	1511.97	1549.10	1587.15	1626.83
	ANNUAL	25,251	39,311	40,277	41,266	42,298
J13	HOURLY	12.7127	19.8105	20.2974	20.7964	21.3164
	BIWKLY	1017.02	1584.84	1623.79	1663.72	1705.31
	ANNUAL	26,442	41,206	42,219	43,257	44,338
J14	HOURLY	13.3144	20.7672	21.2779	21.8015	22.3466
	BIWKLY	1065.15	1661.38	1702.23	1744.12	1787.72
	ANNUAL	27,694	43,196	44,258	45,347	46,481
J15	HOURLY	13.9463	21.7717	22.3075	22.8568	23.4283
	BIWKLY	1115.70	1741.73	1784.60	1828.55	1874.26
	ANNUAL	29,008	45,285	46,400	47,542	48,731
J16	HOURLY	14.6098	22.8262	23.3884	23.9647	24.5638
	BIWKLY	1168.78	1826.09	1871.08	1917.18	1965.11
	ANNUAL	30,388	47,478	48,648	49,847	51,093
J17	HOURLY	15.3061	23.9335	24.5234	25.1281	25.7563
	BIWKLY	1224.49	1914.68	1961.87	2010.25	2060.50
	ANNUAL	31,837	49,782	51,009	52,266	53,573
J18	HOURLY	16.0376	25.0963	25.7154	26.3499	27.0086
	BIWKLY	1283.01	2007.71	2057.23	2107.99	2160.69
	ANNUAL	33,358	52,200	53,488	54,808	56,178
J19	HOURLY	16.8055	26.3172	26.9667	27.6325	28.3233
	BIWKLY	1344.44	2105.37	2157.34	2210.60	2265.87
	ANNUAL	34,956	54,740	56,091	57,476	58,913
J20	HOURLY	17.6117	27.5988	28.2804	28.9790	29.7034
	BIWKLY	1408.93	2207.90	2262.43	2318.32	2376.28
	ANNUAL	36,632	57,405	58,823	60,276	61,783
J21	HOURLY	18.4582	28.9448	29.6600	30.3932	31.1530
	BIWKLY	1476.65	2315.59	2372.80	2431.46	2492.24
	ANNUAL	38,393	60,205	61,693	63,218	64,798

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J22	HOURLY	19.3474	30.3581	31.1087	31.8781	32.6750
	BIWKLY	1547.79	2428.65	2488.70	2550.25	2614.00
	ANNUAL	40,243	63,145	64,706	66,306	67,964
J23	HOURLY	20.2807	31.8419	32.6296	33.4369	34.2729
	BIWKLY	1622.46	2547.35	2610.36	2674.96	2741.83
	ANNUAL	42,184	66,231	67,869	69,549	71,288
J24	HOURLY	21.2607	33.4003	34.2269	35.0742	35.9511
	BIWKLY	1700.85	2672.02	2738.15	2805.94	2876.08
	ANNUAL	44,222	69,473	71,192	72,954	74,778
J25	HOURLY	22.2900	35.0365	35.9040	36.7931	37.7130
	BIWKLY	1783.20	2802.92	2872.32	2943.45	3017.04
	ANNUAL	46,363	72,876	74,680	76,530	78,443
J26	HOURLY	23.3706	36.7541	37.6646	38.5978	39.5628
	BIWKLY	1869.65	2940.33	3013.17	3087.83	3165.02
	ANNUAL	48,611	76,449	78,342	80,283	82,291
J27	HOURLY	24.5052	38.5580	39.5136	40.4930	41.5053
	BIWKLY	1960.42	3084.64	3161.09	3239.44	3320.43
	ANNUAL	50,971	80,201	82,188	84,225	86,331

The hourly rates are the same as the October 3, 2004 rates multiplied by 101.0%. 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 APRIL 3, 2005**

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J01	HOURLY	6.5446	11.4455	11.7232	12.0078	12.3080
	BIWKLY	523.57	915.64	937.86	960.62	984.64
	ANNUAL	13,613	23,807	24,384	24,976	25,601
J02	HOURLY	7.7923	11.9836	12.2747	12.5731	12.8874
	BIWKLY	623.38	958.69	981.97	1005.85	1030.99
	ANNUAL	16,208	24,926	25,531	26,152	26,806
J03	HOURLY	8.1475	12.5485	12.8537	13.1666	13.4957
	BIWKLY	651.80	1003.88	1028.30	1053.33	1079.66
	ANNUAL	16,947	26,101	26,736	27,386	28,071
J04	HOURLY	8.5205	13.1415	13.4616	13.7896	14.1343
	BIWKLY	681.64	1051.32	1076.92	1103.17	1130.74
	ANNUAL	17,723	27,334	28,000	28,682	29,399
J05	HOURLY	8.9123	13.7641	14.0997	14.4437	14.8048
	BIWKLY	712.98	1101.13	1127.98	1155.49	1184.38
	ANNUAL	18,538	28,629	29,327	30,043	30,794
J06	HOURLY	9.3238	14.4181	14.7701	15.1308	15.5091
	BIWKLY	745.90	1153.45	1181.61	1210.46	1240.73
	ANNUAL	19,393	29,990	30,722	31,472	32,259
J07	HOURLY	9.7555	15.1051	15.4742	15.8526	16.2490
	BIWKLY	780.44	1208.41	1237.94	1268.21	1299.92
	ANNUAL	20,291	31,419	32,186	32,973	33,798
J08	HOURLY	10.2091	15.8257	16.2129	16.6097	17.0250
	BIWKLY	816.73	1266.05	1297.03	1328.78	1362.00
	ANNUAL	21,235	32,917	33,723	34,548	35,412
J09	HOURLY	10.6850	16.5827	16.9888	17.4050	17.8401
	BIWKLY	854.80	1326.62	1359.10	1392.40	1427.21
	ANNUAL	22,225	34,492	35,337	36,202	37,107



GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J10	HOURLY	11.1850	17.3775	17.8034	18.2400	18.6960
	BIWKLY	894.80	1390.20	1424.27	1459.20	1495.68
	ANNUAL	23,265	36,145	37,031	37,939	38,888
J11	HOURLY	11.7101	18.2123	18.6591	19.1171	19.5951
	BIWKLY	936.80	1456.98	1492.73	1529.37	1567.60
	ANNUAL	24,357	37,882	38,811	39,764	40,758
J12	HOURLY	12.2613	19.0886	19.5573	20.0378	20.5387
	BIWKLY	980.90	1527.09	1564.59	1603.02	1643.10
	ANNUAL	25,504	39,704	40,679	41,679	42,721
J13	HOURLY	12.8398	20.0086	20.5004	21.0044	21.5295
	BIWKLY	1027.19	1600.69	1640.03	1680.35	1722.36
	ANNUAL	26,707	41,618	42,641	43,689	44,781
J14	HOURLY	13.4475	20.9749	21.4907	22.0195	22.5700
	BIWKLY	1075.80	1677.99	1719.26	1761.56	1805.60
	ANNUAL	27,971	43,628	44,701	45,801	46,946
J15	HOURLY	14.0857	21.9894	22.5306	23.0854	23.6625
	BIWKLY	1126.86	1759.15	1802.44	1846.83	1893.00
	ANNUAL	29,298	45,738	46,864	48,018	49,218
J16	HOURLY	14.7559	23.0544	23.6223	24.2044	24.8095
	BIWKLY	1180.47	1844.35	1889.79	1936.35	1984.76
	ANNUAL	30,692	47,953	49,134	50,345	51,604
J17	HOURLY	15.4591	24.1728	24.7687	25.3794	26.0138
	BIWKLY	1236.73	1933.83	1981.49	2030.35	2081.11
	ANNUAL	32,155	50,279	51,519	52,789	54,109
J18	HOURLY	16.1979	25.3473	25.9725	26.6134	27.2787
	BIWKLY	1295.84	2027.78	2077.80	2129.07	2182.30
	ANNUAL	33,692	52,722	54,023	55,356	56,740
J19	HOURLY	16.9736	26.5804	27.2364	27.9089	28.6066
	BIWKLY	1357.89	2126.43	2178.91	2232.71	2288.53
	ANNUAL	35,305	55,287	56,652	58,050	59,502
J20	HOURLY	17.7878	27.8748	28.5632	29.2688	30.0005
	BIWKLY	1423.02	2229.98	2285.05	2341.50	2400.04
	ANNUAL	36,999	57,980	59,411	60,879	62,401

GRADE		MINIMUM	MAXIMUM	L1	L2	L3
J21	HOURLY	18.6427	29.2343	29.9566	30.6971	31.4646
	BIWKLY	1491.42	2338.74	2396.53	2455.77	2517.17
	ANNUAL	38,777	60,807	62,310	63,850	65,446
J22	HOURLY	19.5409	30.6617	31.4198	32.1969	33.0018
	BIWKLY	1563.27	2452.94	2513.59	2575.75	2640.14
	ANNUAL	40,645	63,776	65,353	66,969	68,644
J23	HOURLY	20.4835	32.1603	32.9558	33.7713	34.6156
	BIWKLY	1638.68	2572.83	2636.47	2701.70	2769.25
	ANNUAL	42,606	66,894	68,548	70,244	72,000
J24	HOURLY	21.4733	33.7343	34.5691	35.4249	36.3106
	BIWKLY	1717.86	2698.74	2765.53	2834.00	2904.85
	ANNUAL	44,664	70,167	71,904	73,684	75,526
J25	HOURLY	22.5129	35.3868	36.2630	37.1611	38.0901
	BIWKLY	1801.03	2830.95	2901.04	2972.88	3047.21
	ANNUAL	46,827	73,605	75,427	77,295	79,227
J26	HOURLY	23.6043	37.1217	38.0413	38.9838	39.9584
	BIWKLY	1888.34	2969.73	3043.30	3118.70	3196.67
	ANNUAL	49,097	77,213	79,126	81,086	83,113
J27	HOURLY	24.7503	38.9436	39.9087	40.8979	41.9204
	BIWKLY	1980.02	3115.49	3192.70	3271.83	3353.63
	ANNUAL	51,481	81,003	83,010	85,068	87,194

The hourly rates are the same as the January 9, 2005 rates multiplied by 101.0%. 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.

**ATTACHMENT C – PUBLIC EMPLOYEE RELATIONS BOARD (PERB)  
CERTIFICATION LIST**

Job Classifications in Bargaining Unit Represented by Local 3389

PERB CASE NUMBER - 16 390 00158 98

DATE - October 24, 1998

2311J	Account Clerk I	J-9	3020J	Environmental Sanitarian I	J-18
2312J	Account Clerk II	J-11	3021J	Environmental Sanitarian II	J-21
2313J	Account Clerk III	J-13	3022J	Environmental Sanitarian III	J-24
2314J	Account Clerk IV	J-15	6111J	Equipment Operator I	J-9
2321J	Accountant I	J-18	0001J	General Clerk I	J-6
2322J	Accountant II	J-21	0002J	General Clerk II	J-08
2323J	Accountant III	J-24	0003J	General Clerk III	J-10
0141J	Administrative Aide I	J-13	0004J	General Clerk IV	J-12
0142J	Administrative Aide II	J-15	4472J	Health Aide I	J-08
0143J	Administrative Aide III	J-17	4473J	Health Aide II	J-10
0144J	Administrative Aide IV	J-19	3440J	Laboratory Assistant I	J-12
2515J	Administrative Assistant I	J-18	3441J	Laboratory Assistant II	J-14
2516J	Administrative Assistant II	J-21	4406J	Licensed Practical Nurse I	J-12
2517J	Administrative Assistant III	J-24	4407J	Licensed Practical Nurse II	J-14
2102J	Budget Aide I	J-13	4408J	Licensed Practical Nurse III	J-16
2103J	Budget Aide II	J-15	1200J	Mail Services Operator I	J-10
2105J	Budget Management Analyst I	J-18	1201J	Mail Services Operator II	J-12
2106J	Budget Management Analyst II	J-21	6240J	Maintenance Services Attendant I	J-10
2107J	Budget Management Analyst III	J-24	6241J	Maintenance Services Attendant II	J-11
7132J	Building Engineer I	J-14	4438J	Nutritionist I	J-18
7133J	Building Engineer II	J-15	4439J	Nutritionist II	J-21
1219J	Buyer I	J-15	0006J	Permits Specialist I	J-12
1221J	Buyer II	J-17	0007J	Permits Specialist II	J-13
1222J	Buyer III	J-21	1309J	Personnel Aide I	J-13
0170J	Citizens Services Specialist I	J-16	1310J	Personnel Aide II	J-15
0171J	Citizens Services Specialist II	J-18	4467G	Physicians Assistant I	J-23
0172J	Citizens Services Specialist III	J-21	4468J	Physicians Assistant II	J-25
0111J	Clerk Typist I	J-8	1515J	Printing & Reproductions Supervisor	J-19
0112J	Clerk Typist II	J-10	1491J	Programmer/Systems Analyst I	J-18
4731J	Community Developer I	J-18	1492J	Programmer/Systems Analyst II	J-21
4732J	Community Developer II	J-21	1493J	Programmer/Systems Analyst III	J-24
4711J	Community Development Aide I	J-5	3467J	Psychologist I	J-24
4712J	Community Development Aide II	J-7	3468J	Psychologist II	J-27
4713J	Community Development Aide III	J-9	3518J	Public Safety Aide I	J-6
4721J	Community Development Assistant I	J-12	3519J	Public Safety Aide II	J-08
4722J	Community Development Assistant II	J-14	4461J	Radiology Technician I	J-15
4723J	Community Development Assistant III	J-17	4462J	Radiology Technician II	J-17
4410J	Community Health Nurse I	J-18	4430J	Social Worker I	J-18
4411J	Community Health Nurse II	J-21	4431J	Social Worker II	J-21
4400J	Counselor I	J-18	4432J	Social Worker III	J-24
4401J	Counselor II	J-21	1235J	Supply Technician	J-16
1421J	Data Entry Operator I	J-9	1231J	Supply/Property Clerk I	J-9
1422J	Data Entry Operator II	J-11	1232J	Supply/Property Clerk II	J-10
4456J	Dental Hygienist I	J-15	1233J	Supply/Property Clerk III	J-12
4457J	Dental Hygienist II	J-17	1234J	Supply/Property Clerk IV	J-14
3030J	Disease Control Specialist I	J-18	1480J	Systems Analyst I	J-15
3031J	Disease Control Specialist II	J-21	1481J	Systems Analyst II	J-17
3032J	Disease Control Specialist III	J-24			