

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2015 Legislative Session

Bill No. CB-68-2015

Chapter No. 53

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

Introduced by Council Members Toles, Turner, Harrison, Franklin, Davis, Glaros,
Taveras and Patterson

Date of Introduction October 13, 2015

BILL

1 AN ACT concerning

2 Collective Bargaining Agreement - Council 67,

3 American Federation of State, County and Municipal Employees

4 (AFSCME), AFL-CIO, and its affiliated Locals 2462, 2735, 3389 and 1170

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 (AFSCME), AFL-CIO, and its affiliated Locals 2462, 2735, 3389 and 1170 to provide for wages
8 and certain other terms and conditions of employment for personnel classifications certified by
9 the Prince George’s County Public Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Sections 16-233(f)(3), (7), (23) and (24),

13 The Prince George's County Code

14 (2011 Edition; 2014 Supplement).

15 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
16 Maryland, that Sections 16-233(f)(3), (7), (23) and (24) of the Prince George's County Code be
17 and the same are repealed and reenacted with the following amendments: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:

* * * * *

(3) Declaration of Approval - Local 2462, American Federation of State, County and Municipal Employees, AFL-CIO (Department of Public Works & Transportation and the Department of the Environment).

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 2462 (Department of Public Works & Transportation and the Department of the Environment), on June 29, 2015, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

* * * * *

(7) Declaration of Approval - Local 2735, American Federation of State, County and Municipal Employees, AFL-CIO (Department of Housing and Community Development and the Office of Central Services).

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 2735 (Department of Housing and Community Development and the Office of Central Services), on June 29, 2015, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

* * * * *

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

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 3389 (Health Department and the Department of Family Services), on June 29, 2015, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

1 **(24) Declaration of Approval - Local 1170 American Federation of State, County**
2 **and Municipal Employees, AFL-CIO (Supervisory Employees in the Health Department,**
3 **the Department of Family Services, and the Department of Housing and Community**
4 **Development).**

5 The County Council of Prince George's County, Maryland, having fully
6 considered the labor agreement concluded between Prince George's County and Council 67,
7 American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated
8 Local 1170 (Supervisory Employees in the Health Department, the Department of Family
9 Services and the Department of Housing and Community Development), June 29, 2015, hereby
10 approves said agreement in accordance with the provisions of Section 13A-109 of the Prince
11 George's County Code.

12 **SECTION 2.** BE IT FURTHER ENACTED this Act shall take effect forty-five (45)
13 calendar days after it becomes law and that the Agreement, unless specifically stated otherwise
14 in a specific provision, shall be retroactively effective to July 1, 2015.

Adopted this 10th day of November, 2015.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Mel Franklin
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Rushern L. Baker, III
County Executive

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

* * * * *

AGREEMENT

BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

COUNCIL 67, AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AND ITS AFFILIATED LOCALS 1170, 2462, 2735, AND 3389

July 1, 2015- June 30, 2016

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ARTICLE 1 -- PURPOSE

A. This Collective Bargaining Agreement ("Agreement") is entered into by Prince George's County, Maryland ("County" or "Employer") and Council 67 of the American Federation of State, County and Municipal Employees and its affiliated Locals 1170, 2462, 2735 and 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 Annotated Code of Maryland and County Personnel laws.

ARTICLE 2 -- RECOGNITION

A. The County recognizes the Union as the sole and exclusive bargaining agent for those employees certified by the Public Employee Relations Board referenced in Attachment D for the purpose of negotiating matters of wages, hours and other terms and conditions of employment. The specific job classifications and grades shall be listed together for Locals 1170, 2462, 2735 and 3389 in Attachment C.

B. In the event any above referenced classifications are retitled, such classifications shall be specifically included in this section.

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

D. The County further recognizes the significance of the duties and responsibilities of Locals 1170, 2462, 2735 and 3389 employees and their contribution to the successful performance of the mission of County government.

E. The Departments will make available to the Locals' Presidents in 1170, 2462, 2735 and 3389 a monthly electronic data list of bargaining unit employees: name, date of hire, grade, class of work and work location and indicating on the list those employees whose status in the bargaining unit has changed due to (a) transfer/promotions (b) resignation/retirements (c) layoffs (d) relocations (e) re-allocations and (f) hiring into union positions. Upon request, the Departments will provide the Union with the class specification of each classification covered under this Agreement within thirty (30) days after the effective date of this contract.

ARTICLE 3 -- MANAGEMENT'S RIGHTS

This Agreement shall not 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. The County and the Department have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations do not conflict with any term or condition of this Agreement.

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, political affiliation, or exercise of employee rights under the Labor Code and Federal Equal Employment Opportunity (EEO) laws. 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 will not discriminate against any employee in regard to membership, non-membership, or holding office in the Union because of race, disability, age, marital status, political affiliation, religion, color, sex, sexual orientation or national origin.

D. The provisions of this Article shall be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance shall 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 County will provide a copy of the EEO complaint procedure to an employee upon his or her request.

F. Administrative leave may be granted by the employee's Appointing Authority where an employee is 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 will cooperate individually and collectively, to maintain a high quality of performance and that each will use their influence and best effort to protect and foster the efficiency and effectiveness of the services rendered by them for the public interest, and that each will cooperate in advancing the morale of employees covered by this Agreement.

B. The Departments will afford the Union an opportunity to comment upon any departmental reorganization, reclassifications or layoffs affecting the bargaining unit sixty (60) days, to the extent possible, prior to its proposed implementation.

C. The parties agree to participate in Departmental 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. Management further agrees that it will meet on a timely basis at the request of Labor. 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, Labor Relations Specialist and 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. 1. Beginning April 1, 2012, the appropriate Local President(s) and Labor Relations Specialist shall be provided with a copy of any new or amended departmental rules and regulations at least ten (10) business days prior to implementation. However, if a situation requires implementation prior to the expiration of ten (10) business days, the Department will notify the appropriate Local President(s) and the Labor Relations Specialist to advise of the reasons for earlier implementation. Employees shall be given a copy of any department changes to Rules and Regulations. Department Rules and Regulations shall not conflict with this Agreement.

For any departmental rules or regulations that exist prior to April 1, 2012, said rules or regulations will be made available to the Local President and Labor Relations Specialist within ten (10) business days of the request.

2. The parties agree to participate in a County-wide Labor Management Committee (CLMC), which may mutually agree to meet when issues arise, but no less than bi-annually. The CLMC shall consist of no more than ten (10) participants each from the Union and Management. Each party shall be responsible for choosing their participants. Agenda items shall be forwarded to the other party prior to the meeting. Such items shall affect employees in more than one department. Within sixty (60) days following adoption of the Agreement, the Union will contact the Federal Mediation and Conciliation Service (FMCS) to request training in issue-based techniques for the CLMC. The FMCS shall facilitate and work with the CLMC to establish by-laws, set priorities and timelines. It is assumed that the FMCS training and facilitation will be at no cost to the County or the Union. If this is not the case, both the County and the Union will discuss feasibility on continuing to pursue FMCS training. The parties understand and agree that the FMCS shall have no authority to mandate terms binding on either the County or the Union. It is also understood by the parties that the CLMC may not change, revise or alter the existing collective bargaining agreement. However, the CLMC may recommend changes to the existing

collective bargaining agreement, which will be discussed during the next negotiations.

E. 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.

F. The County will provide the Union Presidents in 1170, 2462, 2735 and 3389, the Labor Relations Specialist and Council 67 Staff Representative with a copy of the current Personnel Law and Administrative Procedures dealing with personnel matters with updates as they are published.

ARTICLE 6 -- SHOP STEWARDS/UNION OFFICIALS

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

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

C. The Union will prepare, keep current and give a list of designated 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.

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

E. The County recognizes and shall deal with designated accredited Union Stewards for employees covered by this Agreement.

F. The County recognizes and agrees to deal with designated Union Stewards, elected bargaining unit council representatives and/or Union staff on matters including but not limited to the following:

1. Contract enforcement.
2. Discipline including investigatory interviews of employee under investigation in non-criminal matters.
3. Discussions with management on denials of reasonable accommodation.
4. Posting of official notices.

G. Union Stewards and the Local Union Presidents 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, at the Step 1 level and to attend Step 1 meetings, and the Local Union Presidents will also be granted reasonable time off to attend Step 2 and Step 3 meetings where appropriate. 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. AFSCME Locals 1170, 2462, 2735, and 3389 and Council 67 shall appoint one (1) bargaining unit member from all of the units represented by AFSCME Locals 1170, 2462, 2735, and 3389 to serve as the Labor Relations Specialist for all the employees in those units. The Labor Relations Specialist shall be a County employee on payroll status and shall be responsible for labor relations' activities associated with the administration of this Agreement on a full-time basis. The Union agrees to indemnify and hold the County harmless if grant funding of the Labor Relations Specialist is disallowed by audit. Furthermore, he/she shall be responsible for coordinating and processing of Step 2 grievances for all the Local Unions, and shall conduct activities to avoid overlapping or duplicating services of any other Union representatives. These activities shall be conducted without disrupting the work of any County employees who are not directly involved.

I. One (1) County Administration Building parking permit and one (1) County Service Building parking permit will be provided to the Local Union Presidents, Labor Relations Specialist 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 will, 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 will 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 will 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. 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 in accordance with the Labor Code. The County agrees to reinstate an employee's dues deduction from available net income within thirty (30) days of the employee's return to work from extended leave.

C. Council 67 will provide to any bargaining unit employee who so requests, its procedure that demonstrates to that employee the Union's compliance with applicable U.S. Supreme Court decisions concerning service fees.

D. The Union agrees to indemnify and hold harmless the Employer from any loss or damages due to payroll errors arising from the operation of this Article. The County will work with the

Union to correct any errors made in the administration of this Article.

ARTICLE 8 -- UNION COMMUNICATIONS

A. Where feasible, the County agrees to provide bulletin boards solely for the usage of the Union, at every worksite, in convenient places for posting of official Union notices and information. 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 will be permitted to use the County's interoffice service and electronic mail system for distribution of official Union communications to employees covered by this Agreement and for matters associated with administration of this Agreement, including the grievance procedure; and further provided that the courier service will not be responsible for mass distribution of individually addressed communications and the electronic mail system will not be used for mass, broadcast messages to the Local Union membership. The Union shall also be permitted reasonable use of the County telephone system, including use of facsimile machines for the purposes enumerated above. The Union will provide its own paper when using County photocopiers.

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

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

ARTICLE 9 -- UNION BUSINESS LEAVE

A. Within three (3) months of the enactment of this Agreement, the parties will agree on a total number of designated Union stewards eligible for Union Business Leave. Effective July 1, 2006, such leave will be dedicated to a single composite bank of four thousand five hundred (4,500) hours per calendar year for all members represented by this bargaining unit for attendance at regularly scheduled Union conventions, training and conferences, preparation for negotiations and grievances, meetings of union local presidents and other appropriate union business. Union Business leave shall be authorized by the Appointing Authority based on operational needs. The leave balance will be maintained by the Office of Human Resources Management.

B. 1. When requesting leave under this Article, the Union must adhere to the following procedures: Not less than ten (10) working days before the event for which leave is requested, the Union shall provide the Office of Human Resources Management with a written request for the leave, indicating the event and the date(s) it will take place, the amount of leave requested and the names of the employees for whom it is requesting administrative leave, noting their Department and the Local in which they will be attending the event. The Human Resource Management Office will forward the request

to the Directors of the Department or his/her designee for signed approval within five (5) days of receipt of request. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld. When an event for which leave is requested requires travel outside of the State of Maryland, the Department will notify the employees of approval no later than five (5) days after receipt of the request so long as sufficient notice and information is provided by the Union.

2. Up to four (4) hours per pay period may be utilized by the local union presidents covered by this agreement to attend to presidential duties and responsibilities. The ten (10) working days' notice requirement set forth in Section B.1. above, shall be waived for such union local presidents, but union local presidents must still obtain supervisory approval subject to the operational needs of the County. Leave requests under Article 9.B.2. will not be unreasonably withheld.

C. 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 ten (10) working days 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. During an employee's second (2nd) year leave of absence granted under this paragraph, his/her position may be filled by another employee. In that event, the employee returning from the leave of absence will be placed in a vacant position for which he/she is qualified.

ARTICLE 10 -- P.E.O.P.L.E. DEDUCTION

The Employer agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement, who so request in writing, voluntary contributions to the Union's 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, 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 Adjustments (COLA).

Employees covered by this Agreement will not receive cost of living increases during the term of this Agreement unless the requirements set forth below are met.

1. All employees covered by this Agreement will receive a three and one-half percent (3.5%) increase to base wages only if the FY 2016 Total County Source General Fund Revenues (excluding fund balance, transfers in from other funds, and any dedicated revenue source by law for the Board of Education) are forecasted to be 103.5% above the published FY 2016 Spending Affordability Committee's General Fund Forecast, which after the previously mentioned exclusions equate to \$1,465 million. Specifically payment will be made if the adjusted revenues exceed \$1,516.3 million in FY16.

2. The County will review revenue information in both December 2015 and March 2016, to determine if revenues are at the necessary levels to pay cost of living increases. If sufficient revenue is available by December 2015, the above referenced three and one-half percent (3.5%) increase will be paid in January 2016. If sufficient revenues are available in March 2016, the above referenced three and one-half percent (3.5%) increase will be paid in April 2016.

The parties agree that should County employees, except elected officials, receive a COLA increase under circumstances different than as specified above in this Article, the County shall notify the Union upon ratification by another labor organization or adoption of legislation by the County Council, whichever occurs first. If the Union requests a reopener, negotiations for the reopener shall begin within ten (10) working days, unless both sides agree to extend opening of negotiations. However, the parties agree that for Fiscal Year 2016, the terms set forth in this section regarding a reopener shall not be triggered by a COLA increase provided as a result of binding impasse procedures and/or subsequent court procedures. No other section, other than 12.A.1. of the collective bargaining agreement, shall be reopened unless both the County and Union agree. Each party shall bargain in good faith in an attempt to reach an agreement.

B. Pay Plan Description

All employees in the bargaining unit are in the "A" Salary Schedule, with salaries listed in Attachment A – Schedule of Pay Grades (A03– A27).

C. Merit and Salary Increases

1. Merit Increases

All employees covered by this Agreement shall forego merit increases for Fiscal Year 2016.

2. Salary Increase Upon Promotion or Reallocation

Employees within the MINIMUM to MAXIMUM rate range will receive a ten percent (10%) salary increase upon promotion or reallocation to a higher grade provided that the employee's salary rate upon promotion shall not be at a rate less than the MINIMUM rate or in excess of the MAXIMUM rate.

3. Salary Decrease Upon Demotion

Employees within the MINIMUM to MAXIMUM rate range who are demoted will receive a ten percent (10%) salary decrease, provided that in no event may the rate upon demotion be less than the MINIMUM rate or exceed the MAXIMUM rate of the new grade.

4. Anniversary Date

Employees covered by this Agreement and hired before July 1, 2005, will keep the anniversary dates that they held on July 1, 2005, for as long as they are continuously employed. Employees entering the unit (through new hire, transfer, promotion, demotion) on or after July 1, 2005, will have as their anniversary dates the date of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

5. Paychecks

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

ARTICLE 13 -- HOURS OF WORK

A. Except for 1) employees working on special operations, 2) employees hired on or after July 1, 2005, 3) former General Schedule employees who entered this bargaining unit after April 1, 2006, 4) those employees for whom the County has received the Union's consent to work an alternate work schedule, 5) transit equipment operators who work split shifts, 6) employees assigned to the animal shelter, 7) OCS employees permanently assigned to the Correctional Center, and 8) DPWT employees assigned to dispatching responsibilities, employees shall have a regular workweek of eight (8) consecutive hours, excluding an unpaid meal period, within a twenty-four (24) hour period, and the normal workweek shall consist of five (5) consecutive days, Monday through Friday. Employees engaged in special operations are defined as employees engaged in an operation for which there is regularly scheduled employment in excess of five (5) workdays in any seven (7) day period, or in excess of eight (8) hours in a workday, provided that any such employee will be compensated for hours worked in excess of forty (40) hours in a workweek pursuant to Article 15 [Premium Pay]. Where Management converts a normal operation to a special operation, Management will provide the Union and the affected employees with reasonable notice of their schedule change. The Union may place issues arising as a result of the conversion of an operation to a special operation on the agenda of the Labor-Management Committee for discussion, but such issues are not subject to the grievance and arbitration provisions of this Agreement.

B. The parties may confer on a Department-by-Department basis regarding flex-time, compressed workweeks or alternative work schedules, and make recommendations on such matters to the Directors, who may accept the recommendations, reject the recommendations, or accept them on a modified basis.

1. Definitions

Alternative work schedule is a variation of a traditional work schedule where an employee can modify arrival and departure times or modify the number of days worked within the parameters agreed upon between the appointing authority and the employee.

Flextime is a schedule where an employee works an 8 hour day, but arrival and departure times vary, with adherence to core business hours.

Compressed workweeks is a schedule that enables an employee to fulfill the regular or traditional work schedule of eighty (80) hours in a bi-weekly pay period over a span of less than ten (10) workdays with a fixed starting and departure time.

C. The Department will issue a policy on compressed workweeks for employees and a flexible work schedule based on departmental 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) Flex-time 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;
- (f) Flex-time will not affect the eighty-hour (80) pay period for full-time employees.

2. It is recognized that some operations within the County do not lend themselves to flexible work hours. The Director of the affected Department may exclude organizational units or positions from flex-time. Where flex-time is allowed, the Director may specify the types of flex-time 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 Director to exclude organizational units, positions, or individual employees with documented performance problems are not grievable or arbitral under this Agreement.

D. Employees may voluntarily work ten (10) or twelve (12) hour shifts when authorized by the appointing authority provided such ten (10) or twelve (12) hour shifts shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided for all five (5) day, forty (40) hour a week employees. Except, however, that ten (10) and twelve (12) hour shift employees who actually work on a holiday shall receive full holiday compensation for the regularly scheduled shift worked on a holiday. Said employees shall be entitled to overtime compensation for work only in excess of forty (40) hours per week or shall accumulate compensatory time off at the rate of time-and-one-half (1.5) only for time worked in excess of forty (40) hours per week.

E. The Employer will identify essential positions. Each essential employee will be notified in writing of the essential status of his/her position at the time of hire and/or annual evaluation.

F. Any employees covered by this Agreement who report for duty on a day the County is closed due to a special operation or other unforeseen causes, have completed their assigned duties, and are released from duty for the balance of their shift, will be granted administrative leave for the balance of the shift.

G. When the County is closed and grants administrative leave to nonessential employees, essential employees who work their assigned shifts on that day will be granted the same number of hours on an hour-for-hour basis of compensatory leave as nonessential employees were granted in administrative leave.

H. Employees not designated as essential will also receive compensatory time on an hour-for-hour basis for work they are required to perform on their regularly scheduled tour of duty when other employees on the same tour of duty not required to work are granted administrative leave due to the declaration of an Administrative Closing.

ARTICLE 14 -- REST PERIOD

Each department shall have its own policy regarding rest periods upon recommendations submitted by the Labor Management Committee. This policy will include no less than two (2) fifteen (15) minute breaks which may or may not be incorporated in the employee lunch period.

ARTICLE 15 -- PREMIUM PAY

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

1. Employees will be compensated at the rate of one and one-half (1.5) times their regular rate of pay for time they are required to work in excess of forty (40) hours in a workweek.

2. All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime hours they are required to work on Sunday. In this context, the term Sunday means the "regular day of rest" immediately preceding the start of the individual's normal workweek when the employee is not required to report for work. In some instances, this "regular day of rest" occurs on the same day each week. In other situations, this scheduled day of rest may rotate in a definite pattern that is to be determined by the Department. Overtime work on a "regular day of rest" that may occur at the conclusion of the individual employee's normal workweek is not covered by this section.

3. All employees will be compensated at the rate of two (2) times their regular rate of pay for work on the seventh consecutive day of work.

4. All leave with pay shall be considered time worked in the computation of overtime.

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

C. Employees covered by this Agreement may elect to accrue compensatory leave in lieu of the appropriate overtime pay for all authorized overtime hours worked. For purposes of this provision and other compensatory leave provisions of this Agreement, compensatory leave will be scheduled at mutually agreeable times. The parties agree that this paragraph will be administered consistent with the requirements of the Fair Labor Standards Act and the County's rules and regulations.

D. Employees who without an intervening break work three (3) hours or more beyond their regular work shift of eight (8) hours shall receive a paid one-half (.5) hour meal period. For every four (4) consecutive hours of work thereafter, employees shall receive an additional one-half (.5) hour paid meal period. Employees who work three (3) or more hours overtime consecutive to the end of their shift may receive a meal allowance of up to ten dollars (\$10.00) by providing the Department with a receipt for the meal.

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

F. Overtime can be worked only when the needs of the workload demand it and the type of work to be performed must dictate the selection of employees. The selection(s) should be made, so far as the circumstances will permit, from qualified employees who are capable of doing the particular work. Overtime should be allotted amongst all employees in as fair and equitable a manner as circumstances and the job requirements will permit within the appropriate class.

G. Certification Pay

Effective July 1, 2013, the Certification Pay provisions shall be as follows:

1. Construction Standards Inspectors and Property Standards Inspectors will receive a six percent (6%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed the International Code Council (ICC) National Certification Examination Program examinations listed immediately below or their predecessors:

- a. Residential Building Inspector (B1);
- b. Residential Electrical Inspector (E1);
- c. Residential Mechanical Inspector (M1);
- d. Residential Plumbing Inspector (P1);
- e. Commercial Building Inspector (B2); and,
- f. Fire Inspector I (66).

2. Property Standards Inspectors will receive a two percent (2%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed both the ICC Zoning Inspector (75) and the ICC Property Maintenance and Housing Inspector (64) examinations.

3. Construction Standards Inspectors who perform commercial electrical inspections will receive a six percent (6%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed both ICC Residential Electrical Inspector (E1) and the ICC Commercial Electrical Inspector (E2).

4. Construction Standards Inspectors can receive only one (1) of the six percent (6%) increases provided for in paragraph 1 or paragraph 3 above. Property Standards Inspectors can only receive certification pay under either paragraph 1 or paragraph 2 above.

5. Construction Standards Inspectors will receive a six percent (6%) increase in their base hourly rates of pay provided they substantiate to the employer that they have passed the International Code Council (ICC) National Certification Examination Program examinations listed immediately below:

- a. Commercial Mechanical Inspector (M2)
- b. Building Plans Examiner (B3)
- c. Commercial Energy Inspector (77)
- d. Residential Energy Inspector/Plans Examiner (79)
- e. Fire Inspector II (67)
- f. Accessibility Inspector/Plans Examiner (21)

6. Traffic Service Workers and Engineering Technicians in the Department of Public Works and Transportation will receive a five percent (5%) increase in their base hourly rates of pay provided that they substantiate to the Employer that they have passed the International Municipal Signage Association (IMSA) Certification Program related to the Department of Public Works and Transportation job requirements.

7. Construction Standards Inspectors and Engineering Technicians in the Department of Public Works and Transportation will receive a five percent (5%) increase in their base hourly rates of pay provided that they substantiate to the Employer that they have been awarded an Engineering Technician, Level III, certification from the National Institute for Certification of Engineering Technicians (NICET).

8. Equipment Mechanics and Heavy Equipment Mechanics in the Office of Central Services, Fleet Management Division, the Department of Public Works and Transportation and the Department of the Environment shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in either the test series for Automobile (A1 through A8) or Medium/Heavy Truck (T1 through T8). In addition, these employees shall be paid an additional twenty-five cents (\$0.25) per hour for each ASE advanced level series L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

9. Machinists in the Office of Central Services, Fleet Management Division, shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in the test series for Engine Machinist (M1 through M3). The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in

forfeiture of the premium pay.

10. Parts Specialists and Supply/Property Clerks in the Office of Central Services, Fleet Management Division and the Department of Public Works and Transportation shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in the test series for Parts Specialist (P1 through P4). The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

11. General Clerks (Service Writers) and Assistant Managers in the Office of Central Services, Fleet Management Division, the Department of Public Works and Transportation and the Department of the Environment shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in either the test series for Automobile (A1 through A8) or Medium/Heavy Truck (T1 through T8). In addition, these employees shall be paid an additional twenty-five cents (\$0.25) per hour for each ASE advanced level series L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

12. Equipment Mechanics and Heavy Equipment Mechanics in the Department of the Environment and in the Department of Public Works and Transportation, Equipment Maintenance Division, shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in the test series for Medium/Heavy Truck (T1 through T8). The premium shall be added to the base hourly wage at the time the employee submits proof of certification to the Department. Failure to maintain a certificate will result in forfeiture of the premium pay.

13. Employees whose job requires a hazardous materials certification will be granted four (4) hours of administrative leave to take the recertification examination every four (4) years.

14. On a Departmental basis, the parties may develop and/or recognize job related certification programs for employees covered by this Agreement and make recommendations on job certification programs to the Department Director. Recommendations may include one-time payments of up to five hundred dollars (\$500.00) plus reimbursement for reasonable and necessary expenses incurred to an employee who successfully completes the recognized program. The Director has the complete discretion to implement the recommendations, to implement them with modifications, or reject them.

15. Employees who substantiate to their employer that they have passed the Fundamentals of Engineering Examination as administered by the State Board of Professional Engineers or, the Certified Building Official's Legal and Management (01), and Technology (02) examinations administered through the ICC shall receive a five percent (5%) increase in their base hourly rates of pay.

16. Employees who substantiate to their employer that they have achieved Professional Licensure issued by the Maryland Board of Professional Engineers or the Maryland State Board of Architects shall receive a five percent (5%) increase in their base hourly rates of pay.

17. Employees whose classifications require that they hold and maintain a commercial drivers license (CDL), and who substantiate to their employer that they have obtained or renewed their CDL license, shall be reimbursed by the Employer for the cost of the license issue or renewal. Any costs pertaining to the medical examination will be covered pursuant to Article 40 of this Agreement.

H. Language Interpretation

Employees covered by this Agreement, who are required to speak a second language as part of the normal routine of their job and that status is reflected in the employee's job description, will receive five hundred twenty dollars (\$520.00) per year provided they pass a conversational proficiency test offered by the Foreign Testing Agency or other entity approved by the Department. In the event that American Sign Language is requested, a contractual employee will provide the service.

ARTICLE 16 – SPECIAL OPERATIONS, CALL-IN, STANDBY, DIFFERENTIAL PAY AND SHIFT DIFFERENTIAL

A. Special Operations

1. A Special Operation will include but not be limited to the following:

- a) Inclement Weather
- b) Natural or Man Made Disasters
- c) Other Emergency Conditions

2. Each Director may designate a Special Operation for his/her own Agency. Where the Director has designated a special operation, he/she may, at his/her discretion, schedule employees to work the special operation in a manner, which he/she believes is necessary for safe and efficient operations. Scheduled shifts will be posted before the end of each shift.

3. The parties agree that Sections A.1 and A.2 above are meant to provide operating flexibility for special situations of weather, disaster, or short term emergencies. It does not provide authority to change schedules of bargaining unit employees so as to avoid premium pay for regular, recurring work. Examples of work not authorized to be changed under these Sections include but are not limited to methadone clinic work, routine police car repair or accessorization, and leaf collection.

4. On days when the Director has designated a special operation, employees who report to work at all times so required will be paid for all hours actually worked during what would be the employee's normal hours of work at the rate of pay normally applicable to those hours of work and for all hours of work actually worked outside of what would be the employee's normal hours of work at the appropriate overtime rate.

5. Where, pursuant to paragraph 2, above, employees who report at their normal starting time (e.g., 7:30 a.m.) on the first day of a special operation are relieved of duty prior to completion of their regularly scheduled shift, the employees will be paid either administrative leave or compensatory leave at the straight-time rate on an hour for hour basis for the balance of

their regularly scheduled shift hours not actually worked. Where an employee covered by this Agreement who is scheduled to work the first special operations shift on snow and ice removal following the close of the regular workday is not released from work before the close of his/her regular workday, the employee will be granted compensatory leave hours equal to the number of hours remaining in his/her regular workday from the time when other employees on the same special operations shift were released from work.

6. On subsequent days, employees who work fewer than a total of eight (8) hours during the day (whether straight-time or overtime) will be paid the difference between the number of hours worked and eight (8) hours in administrative leave or compensatory leave at the straight-time rate. In all cases, however, the employee will receive a minimum of eight (8) hours (overtime and straight time combined) of pay per day. The decision as to whether to pay compensatory or administrative leave is solely up to the Director, provided, however, that any compensatory leave so earned will not be forfeited.

7. An employee who has an unexcused absence from work (i.e., AWOL) during any workweek in which these special operations provisions are involved will forfeit the benefits of these provisions and will be paid only for hours actually worked during a special operation that week in accordance with the other terms of this Agreement.

8. When employees are under a regular work schedule and a condition arises that would change it to a special operation, no employee will be required to work more than twelve (12) consecutive hours in a day except as permitted by Federal or State Law, or unless the Governor, or designee declares a state of emergency.

9. Notwithstanding Article 39 (Holidays), when a holiday is observed on a day that a special operation is designated, any employee covered by this Agreement who works on that day will be paid at the rate of two and one-half (2.5) times their regular rate for all hours worked when the special operation is in effect on the holiday.

B. Call-in/Stand By

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

2. Except for special operations, if the employer directs any employee to be on-call or standby, the employee will receive three (3) hours during weekdays and four (4) hours on holidays and weekends of compensatory leave or pay at the request of the employee and the approval of the Appointing Authority for each day on standby.

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

4. Except for special operations, when carrying a County issued personal communications device, the employee will receive straight time for after duty hours and one and one-half (1.5) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority or his/her designee) if asked to respond including travel

time.

5. Except for special operations, Building Engineers (with the Office of Central Services) required to monitor the ABS System (heating, ventilation and air conditioning), will receive two (2) hours of overtime per pay period for monitoring and/or troubleshooting services. This provision is limited to a maximum of eight (8) Building Engineers per pay period. If the engineer is required to report to the worksite, he/she will be compensated in accordance with the applicable provisions of this Agreement.

C. Differential Pay

1. Employees covered by this Agreement who are assigned to the Refuse Disposal Division or the Refuse Collection Division shall be paid a differential of one dollar and forty cents (\$1.40) for each hour actually worked. This differential will also be paid, on the same basis, to all employees who normally receive it but who are temporarily assigned to special operations, and it will also be paid to all other employees covered by this Agreement for hours actually worked on special operations.

2. Animal Control Officers and Office of Central Services maintenance staff who are permanently assigned to the Correctional Center shall be paid a differential of one dollar (\$1.00) per hour.

3. To the extent permitted by applicable law, the differential paid under this subsection shall not be considered to be part of the employee's base rate nor shall it be applied to pay for nonproductive hours such as holiday pay, annual or sick leave pay, nor shall it be used for the purpose of computing retirement deductions, retirement and insurance benefits. Landfill employees with job assignments that make them eligible for the differential on a full-time permanent basis shall receive that pay for all paid status hours, including approved leave hours and holidays.

D. Shift Differential

Employees covered by this Agreement and regularly assigned to night or shift work shall be paid one dollar and thirty cents (\$1.30) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m. Transit Equipment Operators (Equipment Operator I) are eligible to receive shift differential for hours they work after 4:00 p.m. Notwithstanding the foregoing, the shift differential provided for herein will be paid to Animal Control Officers who work the evening shift for the hours they work after 3:00 p.m. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. Employees eligible for shift differential pay shall receive that pay for all paid status hours, to include approved paid leave hours and holidays.

ARTICLE 17 -- WORK CLOTHING AND TOOLS

Except as provided below, effective July 1, 2012, the following working clothing and tools provisions shall apply:

A. Except as provided below, all employees covered by this Agreement in Locals 2462 and 2735 will be provided work clothing on a rental basis according to departmental policy.

B. All employees covered by this Agreement who are required by the County to wear safety shoes and who present appropriate proof of purchase for approved safety shoes shall be entitled to reimbursement of one hundred and twenty-five dollars (\$125.00) per year, which shall be paid during the first full pay period beginning on or after July 1 of each year of this Agreement. Effective the second pay period following County Council enactment of legislation approving this Agreement (i.e. for Fiscal Year 2016), these same employees will receive an additional seventy-five dollars (\$75.00) as part of this reimbursement. At the option of the Department Director, an allowance may be paid instead of a reimbursement.

C. Employees covered by this Agreement who work as Mechanics in the Office of Central Services, the Department of the Environment and the Department of Public Works and Transportation are required to furnish and maintain their own mechanic's tools in a serviceable condition. To assist in defraying the expenses associated with this obligation, these employees will be provided with a tool allowance of six hundred and fifty dollars (\$650.00) per year in a check during the second full pay period in July. Effective the second pay period following County Council enactment of legislation approving this Agreement (i.e. for Fiscal Year 2016), these same employees will receive an additional one hundred dollars (\$100.00) as part of this allowance.

D. Employees of the Office of Central Services, Fleet Management, will be provided jackets when needed to perform duties outside of the garage facility.

E. Those Animal Control Officers who are provided uniforms will be paid a uniform maintenance allowance of five hundred and twenty-five dollars (\$525.00) for upkeep of their uniforms. This allowance shall be paid during the first full pay period beginning on or after July 1 of each year of this Agreement.

F. The County will provide and maintain uniforms for all employees covered by this Agreement in the Department of Housing and Community Development who are in plant operations and labor and trade classifications. The County will also provide uniforms to the Department of Housing and Community Development Construction Advisors and Rental Assistance Division Inspectors. The Employer will furnish adequate rain gear where necessary to employees in those classifications.

G. Construction and Property Standards Inspectors and Refuse Collection Inspectors will receive an expense allowance of two hundred and ten dollars (\$210.00) per year for actual expenses reasonable and necessarily incurred in the performance of their job duties. The allowance will be paid in one (1) installment in July of each fiscal year.

H. Transit Equipment Operators in the Department of Public Works and Transportation and Construction Advisors, Section 8 Inspectors and Lead Inspectors in the Department of Housing

and Community Development will receive a clothing allowance of two hundred fifty dollars (\$250.00) per year. The allowance will be paid in one (1) installment in July of each fiscal year.

ARTICLE 18 -- TEMPORARY ASSIGNMENTS

A. Employees who are required to perform all or any part of the duties of a higher job classification after one (1) work day shall be compensated retroactively at the rate of ten percent (10%) above their current salary or the minimum necessary to place the employee at the entry level of that grade or whichever is greater. No employee shall be required to perform such work for more than one hundred twenty (120) calendar days in any one (1) calendar year. The employee shall receive a performance assessment if they remain in the higher classification for more than thirty (30) days. Employee(s) detailed to a position shall be given consideration should they make application once the position is announced.

B. The County shall not schedule work to intentionally circumvent any provision of this Article.

C. This Article shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully. Training will not last more than forty-five (45) calendar days unless agreed between the Union and the County for an extension.

D. Advance notice will be given to the Union of any Temporary Assignment that will exceed thirty (30) calendar days.

E. Employees covered by this Agreement who believe their job duties and responsibilities are outside of their classification may submit a request to their Appointing Authority pursuant to Personnel Law to review the status of his/her position for reallocation where the Appointing Authority believes the action is necessary.

ARTICLE 19 -- 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. If the employee believes his/her health to be in danger, a written request should be submitted to the immediate supervisor requesting temporary relocation until the condition is resolved. An employee will not suffer any adverse action based on his/her request. A verbal acknowledgement will be provided immediately, however, a written response will be provided to the employee within one hour of the request. 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) calendar days after ratification of this 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 any protective clothing it is required to make available pursuant to Federal or State Law.

D. The Employer will provide safety training to employees as required for performance of their job and as required by OSHA/MOSH.

E. 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/MOSH requirements.

F. The Employer shall follow a "Summer Heat" guideline to protect the health and welfare of all employees covered by this Agreement at all times, especially during periods when the outside temperature equals or exceeds 95 degrees. For employees whose primary daily work activities are performed in outdoor environments on days declared by the Washington Council of Governments as a Code Red and when the temperature equals or exceeds 95 degrees, the County will:

1. Consider rainy day activities.
2. Adjust the start of the work day.
3. Supply employees with adequate drinking water or other liquid supplements to maintain body fluid.
4. Permit the employee to take rest periods as deemed necessary by the employee at least 10 minutes per hour.
5. Implement this Article uniformly, fairly and in the best interest of the employees.

G. To the extent permitted by law, the County will provide monthly aggregation data on accidents involving bargaining unit members.

ARTICLE 20 -- PROBATIONARY PERIOD

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

B. The probationary period for new employees covered by this Agreement who are hired into positions other than "dually-allocated" positions shall be for a period of six (6) months from the date of employment. Management may require Construction Standards Inspectors, Property Standards Inspectors and Community Developers who are hired above the entry level to serve up to a nine (9) month probationary period. For all other employees covered by this Agreement who are hired into a "dually-allocated" position, the probationary period shall begin with the date

of employment and continue until the employee either advances to the second (2nd) level of the allocation or is terminated. Where an employee covered by this Agreement is hired into a position that has specifically been designated as a "dually-allocated" position, the employee shall be entitled to move to the second (2nd) level of the allocation upon serving the requisite time-in-grade for the position provided that the employee has also received satisfactory performance evaluations while working at the first (1st) level.

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

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

ARTICLE 21 -- PROMOTIONS

A. The term promotion shall mean the advancement of an employee to a vacant position in a class with a higher grade.

B. Promotions to positions covered by this Agreement shall be made pursuant to the following procedures:

1. General Procedures Applicable to All Promotions

a. A "vacancy" is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee that the County intends to fill or which is created when the County determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County elects, in its discretion, to fill the vacancy through the competitive process, the County will notify the AFSCME Staff Representative, Labor Relations Specialist, or the Local President and advertise the specific position to bargaining unit employees by posting a notice at all work locations at places where notices are customarily posted. Any employee covered by this Agreement may apply for any vacancy as defined in this Section.

b. Promotion opportunities shall be posted on bulletin boards or where notices to employees are customarily posted for a minimum of fourteen (14) calendar days. The announcement shall identify the promotion opportunity by location, title, and grade, qualification requirements, written or oral tests to be given and other factors to be considered in the examining process. The announcement shall state where and in what form applications are to be filed and indicate the closing date for receipt of applications which shall not be less than fourteen (14) calendar days from the issuance of the announcement.

c. When a bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified bargaining unit employee will be placed on the list of eligibles sent to the appropriate Department for its consideration. The Appointing Authority will ensure that any bargaining unit member from the Department on any list of eligibles will be granted an interview for the position vacancy if an interview is part of the selection process.

2. Equipment Operator Series Promotions

For promotions within the Equipment Operator series, the candidate with the greatest departmental seniority who is qualified to perform the job will be promoted. In determining whether or not a candidate is qualified to perform the job, the employee must demonstrate the ability to perform competently all tasks associated with the position, and Management may also consider whether the candidate has satisfactory past performance, disciplinary, leave and accident records. The Employer agrees, however, that it will not unreasonably use these considerations to deprive a senior candidate of a promotional opportunity. Permanent employees (Transit Equipment Operators (EO 1's) of the Transit Division shall receive equal treatment in the filling of vacant Equipment Operator I positions in the Highway Maintenance Division of the Department of Public Works and Transportation with consideration given for the applicant's seniority, provided that the applicant is qualified through competitive testing and has a satisfactory work record.

3. Promotions To All Other Positions Covered By This Agreement

For promotions to any position covered by this Agreement other than those described in Subparagraph (2) above, the Employer will consider such factors as knowledge, training, ability, skill and efficiency. When the determining factors are equal, the employee with the greatest amount of departmental seniority will be promoted. If after reasonable time, Management concludes that the employee is not capable of performing the work of the new position, the employee shall be returned to his/her previous grade and position.

4. Probationary Period Applicable to All Promotions

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

ARTICLE 22 -- TRANSFERS

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

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

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

D. When an employee is transferred or reassigned and the employee did not request the transfer, the employee and the Union will receive ten (10) working days advance written notice of the transfer or reassignment except in emergency. On emergency, the employee will receive a notice within five (5) working days after the transfer. (For the purpose of this Article, an emergency shall mean a situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action.) The written notice will state the reason for the transfer and advise the employee of his/her new work location and reporting date. The same type of notice will also be sent when an employee is reassigned to a new division or given a new reporting location within the same department.

ARTICLE 23 -- SENIORITY

A. Seniority is defined as the length of uninterrupted service with the County beginning at the employee's initial hire date. Departmental seniority shall mean an employee's length of continuous service with the department. An employee's length of continuous service shall be computed from the date of the employee's current employment; provided however, that new employee's names shall not be added to the seniority list referred to in the 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 fourteen (14) 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 for 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, an

updated seniority list shall be furnished by the County on July 1. Said listing shall include employee's most recent hire date, job title, salary and work location/department.

E. The County shall furnish the Union with a separate listing, on a quarterly basis, of all new employees hired in job titles represented by the Union. This listing shall include the new employee's most recent hire date, job title, salary and work location/department.

ARTICLE 24 -- LAYOFF AND RECALL

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

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

ARTICLE 25 -- PERSONNEL FILES

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

1. At the employee's written request (which request shall not be made part of the personnel file), memorandums of counseling, records of discipline up to a three (3) day suspension, or its equivalent, will be removed from an employee's personnel file(s) eighteen (18) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the eighteen (18) month period. Records of discipline involving a four (4) to ten (10) day suspension will be removed at the employee's written request thirty-six (36) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the thirty-six (36) month period.

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

C. The County shall remove all of the above files from his/her personnel file within thirty (30) days of the employee's written request.

D. The department will distribute the employee's copy of any processed Personnel information in a manner which ensures confidentiality.

ARTICLE 26 -- SUBCONTRACTING

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

ARTICLE 27 -- ANNUAL LEAVE

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

- | | |
|---|----------------------|
| 1. Zero (0) through three (3) years of service | Thirteen (13) days |
| 2. Four (4) through fifteen (15) years of service | Twenty (20) days |
| 3. Sixteen (16) or more years of service | 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. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave). Any excess annual leave over three hundred sixty (360) hours at the end of each year will be converted to sick leave.

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

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

F. Employees shall accumulate annual leave commencing the first date of their employment, but shall not be granted annual leave during the first ninety (90) days of service with the Employer. The employee shall earn a leave credit at the appropriate rate as indicated in paragraph 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.

G. Employees should submit annual leave requests for less than five (5) days to their supervisors as soon as they are aware of the time of expected use. Annual leave for five (5) or more days should be requested at least fourteen (14) calendar days in advance of the anticipated leave period. Supervisors are required to make a timely response to an annual leave request. If a supervisor does not respond to an employee's request for leave within three (3) business days after the leave request is submitted, the employee may request the leave from the next highest supervisor. When an employee's annual leave request is denied, the supervisor and employee will establish a mutually agreeable alternative leave period. When emergency situations arise requiring annual leave, every effort will be made to grant the request provided the employee notifies his/her supervisor not more than one (1) hour after the employee's normal work reporting time each day. An employee may be required, upon return to work, to furnish proof of the emergency as requested by a supervisor.

- H. 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.
- I. Approved vacation requests shall not be subject to cancellation except in cases of emergency as determined by the Department Director. Employees covered by this Agreement will not be called in to work while on vacation except in cases of emergency as determined by the Department Director. An employee whose vacation approval is canceled or who is called in from vacation will be reimbursed by the Employer for the costs of any reservations he/she made subsequent to the approval of his/her vacation request provided that the employee provides adequate proof of the incurrence of such costs and such costs are non-refundable from the reservation agent, hotel, airline, etc., because of no error or omission on the part of the employee.
- J. An employee whose vacation request has been approved may not cancel his/her approved leave without the prior written approval of Management.
- K. Annual leave may be taken in increments of one quarter (.25) hour or more.
- L. Any holiday as defined in this Agreement that falls within an employee's scheduled vacation will not be charged to the employee's vacation leave.
- M. 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 duration of the employee's illness, injury and/or hospitalization.

ARTICLE 28 -- SICK LEAVE

- A. All full-time employees earn four and one-half (4.5) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours. 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, domestic partner, dependent children, parents, grandparents, grandchildren, or former primary caregiver, or

because of necessary employee appointments with physicians, dentists or optometrists. The Employer may require proof of the reason for which sick leave was taken when the Employer has reasonable cause to believe that an employee may be abusing sick leave privileges.

D. 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.

E. Requests for use of sick leave for physician, dentist or optometrist appointments shall be made to the Employer in advance. Requests for sick leave in all other cases shall be made in advance whenever it is possible, no later than within the first (1st) 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 leave under Article 31.

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 will be permitted to donate their sick leave directly to other employees in accordance with the County Personnel Law and procedures.

J. Sick leave may be taken in increments of one-quarter (.25) hour or more.

ARTICLE 29 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

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

A. 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) of the County Personnel Law.

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

C. 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 the 1996 leave year (i.e. January 4, 1997), or three hundred sixty (360) hours, whichever is greater.

D. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half (.5) of the employee's base hourly rate of pay as of January 4, 1997. Sick leave earned beginning the first pay period of the 1997 leave year 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.

E. 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.

F. 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 of the County Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

G. 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.

H. 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 30 -- PERSONAL LEAVE

Twenty-eight (28) hours personal leave per wage reporting year shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment. Transit Equipment Operators (EO 1's) who take a personal leave day will be given sufficient leave to cover their scheduled workday. Personal leave may be taken in increments of one (1) hour.

Personal leave shall be effective concurrent with the wage-reporting year.

ARTICLE 31 -- BEREAVEMENT LEAVE

A. In the event of the death of the employee's former primary care givers, parents, parents-in-law, spouse, domestic partner, siblings or child, the employee shall be granted three (3) days of Administrative Leave for purposes associated with bereavement. For any other member of the employee's family as defined by son- or daughter-in-law, brother- or sister-in-law, grandchild, brother, sister, aunt, uncle, grandparents, or spouse's grandparents, the employee shall be granted up to two (2) days of Administrative Leave for purposes associated with bereavement. In either case, the employee shall be permitted to take up to a total of five (5) working days leave for bereavement purposes, however, any leave taken in addition to the initial grant of Administrative Leave must be charged to the employee's accrued 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 32 -- JURY DUTY

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

ARTICLE 33 -- LEAVE OF ABSENCE

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

B. Any requests for a leave of absence shall be submitted in writing by the employee to the employee's Appointing Authority. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the leave of absence is approved, authorization for a leave of absence shall be furnished to the employee by the Employer in writing within seven (7) days of the initial request. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

ARTICLE 34 -- FAMILY AND MEDICAL LEAVE

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

ARTICLE 35 -- BLOOD DONATION LEAVE

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

ARTICLE 36 -- DISABILITY LEAVE

In the event an employee covered by this Agreement is injured on the job and released by his/her physician to perform light duty, such light duty shall be administered in accordance with personnel policy and procedures. Nothing in this Section shall be interpreted as superseding Section 16-189 of the Personnel Law.

ARTICLE 37 -- CIVIC DUTY LEAVE

An employee subpoenaed to appear before a court, public body or commission on matters relating to the business of the Employer shall be granted leave of absence with pay for the period required to respond to the subpoena. Prior to granting civic duty leave, the employee must provide prior notice to the employer along with a copy of the subpoena as soon as possible following receipt of such subpoena.

ARTICLE 38 -- VOTING TIME

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

ARTICLE 39 -- HOLIDAYS

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

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

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

ARTICLE 40 -- HEALTH AND WELFARE

A. During Calendar Years 2015 and 2016, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).

B. During Calendar Years 2015 and 2016, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%).

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

D. During Calendar Years 2015 and 2016, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

1. The changes in premium contribution percentages (in paragraphs A, B and D) will not become effective unless and until collective bargaining agreements and/or necessary resolutions are approved by the County Council in effect providing that such changes are effective for all County employees. Changes will not be retroactive.

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

F. Employees who 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, 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 two thousand five-hundred fifty dollars (\$2,550.00) in a medical

flexible spending account, or as adjusted by Federal law.

H. Group Life Insurance under the Beneflex Program The County shall pay one hundred percent (100%) of the monthly premium for County basic 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 and 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 and 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 basic life insurance to one (1) times their annual salary and receive a credit.

I. The County shall pay an accidental death benefit of ten thousand dollars (\$10,000.00) upon the death of any employee whose death results from an accidental personal injury arising out of and in the course of his/her employment. This accidental death benefit is also payable for a death due to a bodily injury arising outside of employment.

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

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

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

M. During the term of this Agreement, employees covered by this Agreement who are required to possess a commercial driver's license (CDL) to maintain their County employment will be permitted to utilize the services of the County's contractor for employee physical examinations, currently Concentra. Effective July 1, 2015, the cost for the examination will be eighty four dollars and fifty cents (\$84.50) per required CDL examination. Employees shall continue to be responsible for paying thirty five dollars (\$35.00) for the CDL examination. Employees are responsible for making appointments for their examinations and shall make their payments directly to the contractor for services rendered. The County will notify the Union and affected employees of any changes, including a different County contractor or the price of the examination.

N. A Health Care Benefits Committee shall be formed thirty (30) days after enactment by the

County Council of this Agreement. The purposes of the Committee shall be to review existing health care benefits and provisions for employees and retirees; make recommendations to the Chief Administrative Officer regarding health care benefit levels, cost containment measures and contribution ratios; and meet on a monthly basis or as necessary. Committee members shall include the four Local Presidents, Staff Representative and the Labor Relations Specialist, and an equal number of County representatives. Committee members may send designees to Committee meetings in their place. Each party may appoint one or more outside consultants. The compensation of the consultants shall be the responsibility of the appointing party. Consultants shall be permitted to attend all Committee meetings and shall advise Committee members on subjects under Committee review. The Committee shall be co-chaired by the Chief Labor Negotiator and one of the aforementioned Union Representatives.

O. The County shall provide the Union with copies of all RFPs for health care at the same time as such requests are let for bid. Upon request, the County shall meet and confer with the Union prior to the selection of any health care provider for members of the bargaining unit.

P. Any changes to an employee's health benefits arising out of the adoption of this Agreement shall take effect annually on January 1.

ARTICLE 41 -- TUITION ASSISTANCE/CAREER DEVELOPMENT

The Union and each Department under this Agreement will meet to establish a committee to develop a strategic plan for on-the-job orientation and professional career development on a department-by-department basis which may include, but is not limited to, allowances and reimbursements. This plan shall be submitted to the appropriate Deputy Chief Administrative Officer within one hundred eighty (180) days of signing this Agreement.

ARTICLE 42 -- MUNICIPAL RAILWAY PASSES

The County will investigate participation in a commuter check program within thirty (30) days of enactment of this Agreement with recommendations for implementation within sixty (60) days.

ARTICLE 43 -- SUPPLEMENTAL RETIREMENT BENEFIT

A. Benefit Accrual and Amounts

Effective July 1, 1990, employees covered by this Agreement may elect to participate in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program are determined as follows:

1. Benefit accrual is at the rate of 0.4% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph E, below.

2. Pursuant to paragraph A, above, the maximum benefit payable to any eligible employee is ten percent (10%) of the employee's average annual compensation, as determined pursuant to paragraph E, below.

B. Vesting

1. Minimum Continuous Service Requirements

No employee covered by this Agreement shall be entitled to any benefit described in this Section until the employee has completed a minimum of five (5) years of actual and continuous service as an employee for Prince George's County.

2. Vested Benefit

An employee completing the minimum continuous service requirements of paragraph B.1., above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph A, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

C. Benefit Payment

The benefit accrued by an employee under either paragraphs A or B, above, shall not be payable until retirement at the earliest of the following: 1. age fifty-five (55) and fifteen (15) years of service; 2. age sixty-two (62) and five (5) years of service; or, 3. thirty (30) years of service regardless of age.

D. Funding

Except for the cost of the additional benefit provided in paragraph H below, (which cost shall be the responsibility of the County) the cost of funding this supplemental retirement plan for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

E. Definitions

1. Actual Service means service while employed as an employee of Prince George's County.

2. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

3. Compensation means the basic compensation actually received by an employee for service rendered as an employee for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. Continuous Service means the most recent unbroken period of employment as an employee of Prince George's County.

F. Supplemental Retirement Benefit Plan (modifications effective July 1, 1992)

Effective July 1, 1992, the benefit accrual rate in paragraph A, above, shall be increased from 0.4% to 0.6% per year for up to twenty-five (25) years of service for an increase in normal benefit from ten percent (10%) to fifteen percent (15%). Further, during the sixty (60) day period preceding July 1, 1992, employees covered by this Agreement who originally declined to participate in the Supplemental Pension Benefit Program will be afforded the opportunity to enroll in the Supplemental Pension Plan and begin participation effective July 1, 1992, but with no past service credit (i.e., such employees' actual and continuous service will be defined as employment as an employee of Prince George's County from July 1, 1992).

G. Supplemental Retirement Benefit Plan (modifications effective July 1, 2001)

Effective July 1, 2001, the benefit accrual rate in paragraph F, above, shall be increased from six tenths of one percent (0.6%) to eight tenths of one percent (0.8%) per year for up to twenty-five (25) years of service for an increase in normal benefit from fifteen percent (15%) to twenty percent (20%). The additional cost for this benefit enhancement will be paid totally by the County.

H. Supplemental Retirement Benefit Plan (modifications effective January 1, 2007)

1. Effective January 1, 2007, the benefit accrual rate in paragraph G, above, shall be increased from eight tenths of one percent (0.8%) per year to one percent (1%) per year of service for up to thirty (30) years of service with a maximum benefit of thirty percent (30%) of Average Annual Compensation. The total cost of this enhancement will be borne by the County.

2. All eligible members of Locals 2462, 2735, 3389 and 1170 will be enrolled in the AFSCME supplemental pension plan.

I. Part-time Employees

Part-time employees participate in the Plan pursuant to the Eighth Amendment to the Plan, adopted November 15, 1993.

J. IRS Pickup Plan

1. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by paragraph D (Funding) hereof. Such amounts:

a. are designated as employee contributions to be picked up by the County within the meaning of Section 414 (h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;

b. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

c. shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

d. shall, for all other purposes, be treated in the same manner and to the same extent

as employee contributions made before establishment of the pickup plan.

2. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

3. Upon request by an employee, the County will provide him/her a copy of the most recent summary of the plan's financial report.

ARTICLE 44 -- DISCIPLINE AND DISCHARGE

A. Section 1. Discipline

1. Employees shall only be disciplined for just cause.

2. The Employer agrees 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.

3. Administrative charges may not be brought against an employee unless filed within ninety (90) calendar days from the latest of:

H. The date of the incident

I. The date management knew or should have known

J. Termination of relevant court proceedings

K. Termination of the employee's incarceration

L. Any other extenuating circumstances which prevents the employee from being available

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

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

6. The Local President, Labor Relations Specialist, and appropriate Steward shall receive copies of all written disciplinary actions and intended action.

7. Employees covered by this Agreement shall have Union representation when the employee is being questioned regarding any incident which could ultimately lead to an adverse action being taken against the employee.

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

B. Section 2. 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 department head level of the grievance procedure. Where an employee is suspended or discharged, the employee shall be granted the opportunity to have a Union representative present if the employee requests that one be present.

4. All suspension days must be consecutive workdays. Sundays and holidays are excluded in the calculation of time.

ARTICLE 45 -- 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:

The Local President may file a President's grievance on behalf of a member or members.

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 ten (10) working days after the occurrence of the violation or within ten (10) working days following the time when the employee should reasonably have known of its occurrence. The written notice must be signed by the employee and his/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 ten (10) working days after timely notice has been given. The Department shall respond to the grievance not later than ten (10) working days after the meeting. If they fail to resolve the matter or no response is given within the prescribed period, the Union may, within five (5) working days thereafter, pursue Step 2 of the Grievance Procedure.

b. Should the Union or the County have a dispute with the other party and, if after

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

2. Step 2

Except as modified below, if the grievance is not resolved under Step 1, and the Union elects to pursue the matter beyond Step 1, the Labor Relations Specialist and/or the Local Union President will meet with the employee's Department Head or the Department Head's designee, for the purpose of attempting to resolve the grievance within ten (10) working days after timely receipt of the written grievance. Should the parties fail to reach an agreement or no response is given within ten (10) working days after the meeting, the dispute may be referred to Step 3.

3. Step 3

If a grievance is not resolved under Step 2, and the Union, through its Council 67 Representative elects to pursue the matter beyond Step 2, a written appeal signed by the aggrieved employee and the Council 67 Representative may be filed with the Director, Office of Human Resources Management, within ten (10) working days after receipt of the answer at Step 2. Within ten (10) working days after receipt of the appeal, the Director or his/her designee and the Union will meet to discuss the grievance. The Director, or his/her designee, will respond within thirty (30) calendar days after the hearing. Should the parties fail to reach an agreement, the dispute may be referred to final and binding arbitration in accordance with the provisions of Step 4.

4. Step 4

a. If the grievance shall have been submitted but not adjusted under Step 2, and further under Step 3 if appropriate, either the Union, through its Council 67 representative, or the County may request in writing, within fifteen (15) 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 appealing party shall request the American Arbitration Association to provide each party with a list of nine (9) arbitrators. The Union and the County shall alternate striking arbitrators from the list of nine (9) until one arbitrator remains, who shall hear and decide the grievance. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. Within sixty (60) days after the close of the record, the Arbitrator shall render the decision. If the Arbitrator determines that more than sixty (60) days are required, the Arbitrator shall so notify the parties. 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. Within forty-five (45) days after receipt of the Arbitrator's award for grievance, the County shall execute the award unless appealed.

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

c. Failure of the grieving party to adhere to the time limits established in this grievance procedure shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the

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

B. The parties agree that grievances will remain confidential.

ARTICLE 46 -- JOB DESCRIPTION

The signature of employees covered by this Agreement on job descriptions acknowledges employer assignment of duties, tasks and responsibilities. This signature, however, does not preclude the option to pursue a grievance regarding whether job duties and responsibilities are outside of their job classification.

ARTICLE 47 -- MANAGEMENT COMMUNICATIONS

A. Upon initial printing, the County shall print six hundred fifty (650) contracts (300 copies to Local 2462, 200 copies to Local 3389, 100 copies to Local 2735 and 50 copies to Local 1170) at no cost to the Union. The County shall provide additional copies for new employees, as necessary, to the Labor Relations Specialist. The County also agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet.

B. The County will ensure that, upon request, all Union officers and shop stewards have access to a computer and be placed on the County's email system.

ARTICLE 48 -- ENTIRE UNDERSTANDING

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

ARTICLE 49 -- 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 50 -- DURATION AND REOPENER

This Agreement shall become effective on July 1, 2015, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2016. This Agreement shall be

automatically renewed from year to year after June 30, 2016, unless either party shall notify the other in writing no later than October 1, 2015, (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 _____, 2015, in Upper Marlboro, Prince George's County, Maryland.

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

FOR PRINCE GEORGE'S COUNTY,
MARYLAND:

Carlton Gullab
Chief Negotiator, Council 67

Rushern L. Baker, III
County Executive

John S. Hawkins, Sr.
President, Local 2462

Roland Jones
Office of Central Services

Bruce X. Miner
President, Local 2735

Adam Ortiz
Department of the Environment

Rhonda Wallace
President, Local 1170

Pamela B. Creekmur
Health Department

Deborah Beasley
President, Local 3389

Haitham A. Hijazi
Department of Permitting, Inspections, and
Enforcement

Darrell B. Mobley
Department of Public Works and
Transportation

Eric C. Brown
Department of Housing and Community
Development

Theresa M. Grant
Department of Family Services

ATTACHMENT A -- Salary Schedule

**SCHEDULE OF PAY GRADES (A03 – A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE’S COUNTY, MARYLAND
EFFECTIVE JULY 1, 2013**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A03	HOURLY	10.9060	17.1652
	BIWEEKLY	872.48	1373.21
	ANNUAL	22,684	35,704
A04	HOURLY	11.1787	17.9917
	BIWEEKLY	894.29	1439.34
	ANNUAL	23,252	37,423
A05	HOURLY	11.4582	18.8400
	BIWEEKLY	916.65	1507.20
	ANNUAL	23,833	39,187
A06	HOURLY	11.7446	18.9925
	BIWEEKLY	939.56	1519.40
	ANNUAL	24,429	39,504
A07	HOURLY	12.0382	19.9058
	BIWEEKLY	963.06	1592.46
	ANNUAL	25,039	41,404
A08	HOURLY	12.3392	20.8444
	BIWEEKLY	987.13	1667.55
	ANNUAL	25,665	43,356
A09	HOURLY	12.6476	21.8640
	BIWEEKLY	1011.81	1749.12
	ANNUAL	26,307	45,477
A10	HOURLY	12.9638	22.9076
	BIWEEKLY	1037.10	1832.61
	ANNUAL	26,965	47,648

A11	HOURLY	13.2879	24.0170
	BIWEEKLY	1063.03	1921.36
	ANNUAL	27,639	49,955
A12	HOURLY	13.6325	25.1704
	BIWEEKLY	1090.60	2013.63
	ANNUAL	28,356	52,354
A13	HOURLY	14.2728	26.3881
	BIWEEKLY	1141.83	2111.05
	ANNUAL	29,687	54,887
A14	HOURLY	14.9865	27.6716
	BIWEEKLY	1198.92	2213.73
	ANNUAL	31,172	57,557
A15	HOURLY	15.7355	29.0202
	BIWEEKLY	1258.84	2321.62
	ANNUAL	32,730	60,362
A16	HOURLY	16.5229	30.4123
	BIWEEKLY	1321.83	2432.98
	ANNUAL	34,368	63,258
A17	HOURLY	17.3487	31.8913
	BIWEEKLY	1387.90	2551.31
	ANNUAL	36,085	66,334
A18	HOURLY	18.2162	33.4581
	BIWEEKLY	1457.30	2676.64
	ANNUAL	37,890	69,593
A19	HOURLY	19.1271	35.0893
	BIWEEKLY	1530.17	2807.15
	ANNUAL	39,784	72,986
A20	HOURLY	20.0835	36.8076
	BIWEEKLY	1606.68	2944.61
	ANNUAL	41,774	76,560
A21	HOURLY	21.0876	38.6129
	BIWEEKLY	1687.01	3089.03
	ANNUAL	43,862	80,315

A22	HOURLY	22.1421	40.4837
	BIWEEKLY	1771.36	3238.70
	ANNUAL	46,055	84,206
A23	HOURLY	23.2492	42.4852
	BIWEEKLY	1859.93	3398.82
	ANNUAL	48,358	88,369
A24	HOURLY	24.4116	44.5515
	BIWEEKLY	1952.93	3564.12
	ANNUAL	50,776	92,667
A25	HOURLY	25.6322	46.7485
	BIWEEKLY	2050.57	3739.88
	ANNUAL	53,315	97,237
A26	HOURLY	26.9138	49.0542
	BIWEEKLY	2153.11	3924.34
	ANNUAL	55,981	102,033
A27	HOURLY	28.2595	51.5070
	BIWEEKLY	2260.76	4120.56
	ANNUAL	58,780	107,134

The Adjusted Living Wage (ALW) rates effective July 1, 2012 will become the minimum hourly rates multiplied by 102.5%. The maximum rates will also be increased by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SCHEDULE OF PAY GRADES (A03 – A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE’S COUNTY, MARYLAND
EFFECTIVE MARCH 1, 2014**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A03	HOURLY	11.1787	17.5943
	BIWEEKLY	894.29	1407.54
	ANNUAL	23,252	36,596
A04	HOURLY	11.4581	18.4415
	BIWEEKLY	916.65	1475.32
	ANNUAL	23,833	38,358
A05	HOURLY	11.7446	19.3110
	BIWEEKLY	939.57	1544.88
	ANNUAL	24,429	40,167
A06	HOURLY	12.0382	19.4673
	BIWEEKLY	963.05	1557.39
	ANNUAL	25,039	40,492
A07	HOURLY	12.3392	20.4035
	BIWEEKLY	987.13	1632.28
	ANNUAL	25,665	42,439
A08	HOURLY	12.6476	21.3655
	BIWEEKLY	1011.81	1709.24
	ANNUAL	26,307	44,440
A09	HOURLY	12.9638	22.4106
	BIWEEKLY	1037.10	1792.85
	ANNUAL	26,965	46,614
A10	HOURLY	13.2879	23.4803
	BIWEEKLY	1063.03	1878.43
	ANNUAL	27,639	48,839
A11	HOURLY	13.6201	24.6174
	BIWEEKLY	1089.61	1969.39
	ANNUAL	28,330	51,204

A12	HOURLY	13.9733	25.7997
	BIWEEKLY	1117.87	2063.97
	ANNUAL	29,064	53,663
A13	HOURLY	14.6296	27.0478
	BIWEEKLY	1170.37	2163.83
	ANNUAL	30,430	56,259
A14	HOURLY	15.3612	28.3634
	BIWEEKLY	1228.90	2269.07
	ANNUAL	31,951	58,996
A15	HOURLY	16.1289	29.7457
	BIWEEKLY	1290.31	2379.66
	ANNUAL	33,548	61,871
A16	HOURLY	16.9360	31.1726
	BIWEEKLY	1354.88	2493.81
	ANNUAL	35,227	64,839
A17	HOURLY	17.7825	32.6886
	BIWEEKLY	1422.60	2615.09
	ANNUAL	36,988	67,992
A18	HOURLY	18.6716	34.2945
	BIWEEKLY	1493.73	2743.56
	ANNUAL	38,837	71,333
A19	HOURLY	19.6053	35.9666
	BIWEEKLY	1568.42	2877.33
	ANNUAL	40,779	74,810
A20	HOURLY	20.5856	37.7278
	BIWEEKLY	1646.85	3018.23
	ANNUAL	42,818	78,474
A21	HOURLY	21.6148	39.5782
	BIWEEKLY	1729.19	3166.26
	ANNUAL	44,959	82,323
A22	HOURLY	22.6956	41.4958
	BIWEEKLY	1815.65	3319.66
	ANNUAL	47,207	86,311

A23	HOURLY	23.8304	43.5474
	BIWEEKLY	1906.43	3483.79
	ANNUAL	49,567	90,578
A24	HOURLY	25.0219	45.6653
	BIWEEKLY	2001.75	3653.22
	ANNUAL	52,046	94,984
A25	HOURLY	26.2730	47.9172
	BIWEEKLY	2101.84	3833.38
	ANNUAL	54,648	99,668
A26	HOURLY	27.5867	50.2806
	BIWEEKLY	2206.93	4022.45
	ANNUAL	57,380	104,584
A27	HOURLY	28.9659	52.7946
	BIWEEKLY	2317.28	4223.57
	ANNUAL	60,249	109,813

The hourly rates are the July 1, 2013 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SCHEDULE OF PAY GRADES (A03 – A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE’S COUNTY, MARYLAND
EFFECTIVE JULY 1, 2014**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A03	HOURLY	11.4022	17.9462
	BIWEEKLY	912.18	1435.69
	ANNUAL	23,717	37,328
A04	HOURLY	11.6873	18.8103
	BIWEEKLY	934.98	1504.83
	ANNUAL	24,310	39,126
A05	HOURLY	11.9795	19.6972
	BIWEEKLY	958.36	1575.78
	ANNUAL	24,917	40,970
A06	HOURLY	12.2789	19.8567
	BIWEEKLY	982.31	1588.54
	ANNUAL	25,540	41,302
A07	HOURLY	12.5860	20.8115
	BIWEEKLY	1006.88	1664.92
	ANNUAL	26,179	43,288
A08	HOURLY	12.9006	21.7928
	BIWEEKLY	1032.05	1743.43
	ANNUAL	26,833	45,329
A09	HOURLY	13.2230	22.8588
	BIWEEKLY	1057.84	1828.70
	ANNUAL	27,504	47,546
A10	HOURLY	13.5536	23.9499
	BIWEEKLY	1084.29	1915.99
	ANNUAL	28,192	49,816
A11	HOURLY	13.8925	25.1098
	BIWEEKLY	1111.40	2008.78
	ANNUAL	28,896	52,228

A12	HOURLY	14.2528	26.3157
	BIWEEKLY	1140.22	2105.25
	ANNUAL	29,646	54,737
A13	HOURLY	14.9222	27.5888
	BIWEEKLY	1193.78	2207.10
	ANNUAL	31,038	57,385
A14	HOURLY	15.6684	28.9307
	BIWEEKLY	1253.47	2314.45
	ANNUAL	32,590	60,176
A15	HOURLY	16.4515	30.3406
	BIWEEKLY	1316.12	2427.25
	ANNUAL	34,219	63,109
A16	HOURLY	17.2747	31.7960
	BIWEEKLY	1381.98	2543.68
	ANNUAL	35,931	66,136
A17	HOURLY	18.1381	33.3424
	BIWEEKLY	1451.05	2667.39
	ANNUAL	37,727	69,352
A18	HOURLY	19.0450	34.9804
	BIWEEKLY	1523.60	2798.43
	ANNUAL	39,614	72,759
A19	HOURLY	19.9974	36.6859
	BIWEEKLY	1599.79	2934.87
	ANNUAL	41,595	76,307
A20	HOURLY	20.9973	38.4824
	BIWEEKLY	1679.79	3078.59
	ANNUAL	43,674	80,043
A21	HOURLY	22.0471	40.3698
	BIWEEKLY	1763.77	3229.58
	ANNUAL	45,858	83,969
A22	HOURLY	23.1495	42.3257
	BIWEEKLY	1851.96	3386.06
	ANNUAL	48,151	88,037

A23	HOURLY	24.3070	44.4183
	BIWEEKLY	1944.56	3553.46
	ANNUAL	50,559	92,390
A24	HOURLY	25.5223	46.5786
	BIWEEKLY	2041.79	3726.29
	ANNUAL	53,086	96,884
A25	HOURLY	26.7984	48.8756
	BIWEEKLY	2143.88	3910.05
	ANNUAL	55,741	101,661
A26	HOURLY	28.1384	51.2862
	BIWEEKLY	2251.07	4102.90
	ANNUAL	58,528	106,675
A27	HOURLY	29.5453	53.8505
	BIWEEKLY	2363.62	4308.04
	ANNUAL	61,454	112,009

The hourly rates are the March 1, 2014 rates multiplied by 102%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING

BETWEEN PRINCE GEORGE'S COUNTY, MARYLAND &

**THE AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME) COUNCIL 67 AND ITS AFFILIATED LOCALS AND 1170 AND 3389**

This Memorandum of Understanding is entered into by and between the Prince George's County, Maryland (the "County"), and the American Federation of State County and Municipal Employees ("AFSCME") Council 67 and its 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.

ATTACHMENT C -- JOB CLASSIFICATIONS**Job Classifications in Bargaining Units Represented by Local 1170**

PERB CASE NUMBER - 21 390 00018 99

DATE - SEPTEMBER 30, 1999

PERB CASE NUMBER – R-01-05

DATE – APRIL 11, 2006

Accountant IV	A-27
Administrative Assistant III (DFS)	A-24
Administrative Assistant IV	A-27
Budget/Management Analyst IV	A-27
Building Supervisor	A-20
Community Health Nurse III	A-24
Community Health Nurse IV	A-27
Community Developer III	A-24
Community Developer IV	A-27
Counselor III	A-24
Counselor IV	A-27
Disease Control Specialist IV	A-27
Environmental Sanitarian IV	A-27
Psychologist I	A-24
Psychologist II	A-27
Supply Manager I	A-18
Supply Manager II	A-21
Supervisory Clerk	A-14

Job Classifications in Bargaining Units Represented by Local 2462
Employees in Department of Public Works and Transportation
and Department of the Environment

Account Clerk I	A-9	Investigator I	A-18
Account Clerk II	A-11	Investigator II	A-21
Account Clerk III	A-13	Investigator III	A-24
Account Clerk IV	A-15	Laborer I	A-06
Administrative Aide I	A-13	Laborer II	A-08
Administrative Aide II	A-15	Masonry Mechanic I	A-11
Administrative Aide III	A-17	Masonry Mechanic II	A-12
Administrative Aide IV	A-19	Masonry Mech. III	A-15
Administrative Assistant I	A-18	Master Equipment Mechanic	A-19
Administrative Asst. II	A-21	Master Equipment Operator	A-15
Administrative Asst. III	A-24	Parts Specialist I	A-12
Animal Control Officer I	A-11	Parts Specialist II	A-14
Animal Control Officer II	A-13	Permits Specialist I	A-12
Animal Control Officer III	A-16	Permits Specialist II	A-13
Architect I	A-19	Permits Specialist III	A-16
Architect II	A-21	Permits Supervisor	A-22
Architect III	A-24	Planner I	A-18
Auditor I	A-18	Planner II	A-21
Auditor II	A-21	Planner III	A-24
Auditor III	A-24	Plans Examiner I	A-17
Asst. Garage- Supervisor	A-21	Plans Examiner II	A-19
Budget Aide I	A-13	Plans Examiner III	A-22
Budget Aide II	A-15	Plans Examiner IV	A-24
Budget Aide III	A-17	Public Service Aide I	A-02
Budget Mgmt Analyst I	A-18	Public Service Aide II	A-04
Budget Mgmt Analyst II	A-21	Property Attendant	A-04
Budget Mgmt. Analyst III	A-24	Property Standards Insp I	A-12
Clerk Typist I	A-08	Property Standards Insp II	A-14
Clerk Typist II	A-10	Property Standards Insp III	A-16
Crew Supervisor I	A-12	Property Standards Insp IV	A-22
Crew Supervisor II	A-15	Radio Dispatcher	A-10
Crew Supervisor III	A-17	Refuse Collection Inspector I	A-10
Community Developer I	A-18	Refuse Collection Inspector II	A-12
Community Developer II	A-21	Refuse Collection Inspector III	A-20

Contract Project Coord I	A-18	Sign Fabricator I	A-10
Contract Project Coord II	A-21	Sign Fabricator II	A-13
Contract Project Coord III	A-24	Sign Fabricator III	A-15
Construction Standards Insp I	A-14	Supply/Property Clerk I	A-09
Construction Standards Insp II	A-16	Supply/Property Clerk II	A-10
Construction Standards Insp III	A-18	Supply/Property Clerk III	A-12
Engineering Tech I	A-16	Supply/Property Clerk IV	A-14
Engineering Tech II	A-18	Supply Tech.	A-16
Engineering Tech III	A-20	Trades Helper I	A-08
Engineering Tech IV	A-28	Trades Helper II	A-09
Equipment Mechanic I	A-15	Traffic Service Worker I	A-08
Equipment Mechanic II	A-16	Traffic Service Worker II	A-10
Equipment Mechanic III	A-17	Traffic Service Worker III	A-13
Equipment Operator I	A-09	Traffic Service Worker IV	A-15
Equipment Operator II	A-11	Transit Service Coordinator	A-17
Equipment Operator III	A-13	Weighmaster I	A-12
Equip. Service Worker I	A-09	Weighmaster II	A-14
Equip. Service Worker II	A-12		
Equip. Service Worker III	A-14		
General Clerk I	A-06		
General Clerk II	A-08		
General Clerk III	A-10		
General Clerk IV	A-12		
Graphic Artist I	A-18		
Graphic Artist II	A-21		
Heavy Equipment Mechanic I	A-15		
Heavy Equipment Mechanic II	A-16		
Heavy Equip. Mechanic III	A-17		

Job Classifications in Bargaining Units Represented by Local 2735
Employees in Department of Housing & Community Development
and Office of Central Services

Administrative Aide I (DHCD)	A-13	Heating, Ventilating, And Air	A-12
Administrative Aide II (DHCD)	A-15	Conditioning Mechanic I	
Administrative Aide III (DHCD)	A-24	Heating, Ventilating, And Air	A-13
Assistant Garage Supervisor	A-21	Conditioning Mechanic II	
Building Engineer I	A-14	Heating, Ventilating, And Air	A-14
Building Engineer II	A-15	Conditioning Mechanic III	
Building Engineer III	A-16	Heating, Ventilating, And Air	A-16
Building Maintenance Attendant I	A-05	Conditioning Mechanic IV	
Building Maintenance Attendant II	A-07	Heavy Equipment Mechanic I	A-15
Cabinetmaker I	A-11	Heavy Equipment Mechanic II	A-16
Cabinetmaker II	A-13	Heavy Equipment Mechanic III	A-17
Cabinetmaker III	A-15	Locksmith I	A-11
Carpenter I	A-11	Locksmith II	A-13
Carpenter II	A-13	Locksmith III	A-15
Carpenter III	A-15	Machinist I	A-15
Clerk Typist I	A-08	Machinist II	A-16
Clerk Typist II	A-10	Machinist III	A-17
Community Developer I	A-18	Maintenance Services Attendant I	A-10
Community Developer II	A-21	Maintenance Services Attendant II	A-11
Community Developer III	A-24	Maintenance Services Attendant III	A-13
Community Development Aide I	A-05	Master Equipment Mechanic	A-19
Community Development Aide II	A-07	Master Trades Mechanic I	A-14
Community Development Aide III	A-09	Master Trades Mechanic II	A-16
Community Development Assistant I	A-12	Overhead Door Mechanic I	A-11
Community Development Assistant II	A-14	Overhead Door Mechanic II	A-13
Community Development Assistant III	A-17	Overhead Door Mechanic III	A-15
Custodian I	A-05	Painter I	A-10
Custodian II	A-07	Painter II	A-12
Custodian Supervisor	A-10	Painter III	A-15
Drywall Mechanic I	A-11	Parts Specialist I	A-10
Drywall Mechanic II	A-13	Parts Specialist II	A-12
Drywall Mechanic III	A-15	Plumber I	A-12
Electrician I	A-12	Plumber II	A-13
Electrician II	A-13	Plumber III	A-14

Electrician III	A-14	Plumber IV	A-16
Electrician IV	A-16	Reproduction Assistant I	A-09
Equipment Mechanic I	A-15	Reproduction Assistant II	A-11
Equipment Mechanic II	A-16	Trades Helper I	A-08
Equipment Mechanic III	A-17	Trades Helper II	A-09
Equipment Service Worker I	A-09	Welder I	A-11
Equipment Service Worker II	A-12	Welder II	A-13
Equipment Service Worker III	A-14	Welder III	A-15
Facilities Maintenance Supervisor	A-21		
General Clerk I (DHCD & FLEET)	A-06		
General Clerk II (DHCD & FLEET)	A-08		
General Clerk III (DHCD & FLEET)	A-10		
General Clerk IV (DHCD & FLEET)	A-12		

Job Classifications in Bargaining Units Represented by Local 3389
Employees in the Health Department and Department of Family Services

PERB CASE NUMBER - 16 390 00158 98

DATE - October 24, 1998

PERB CASE NUMBER R-01-05

DATE – April 11, 2006

Account Clerk I	A-09	Disease Control Specialist I	A-18
Account Clerk II	A-11	Disease Control Specialist II	A-21
Account Clerk III	A-13	Disease Control Specialist III	A-24
Account Clerk IV	A-15	Environmental Sanitarian I	A-18
Accountant I	A-18	Environmental Sanitarian II	A-21
Accountant II	A-21	Environmental Sanitarian III	A-24
Accountant III	A-24	Equipment Operator I	A-09
Administrative Aide I	A-13	Equipment Operator II	A-11
Administrative Aide II	A-15	Equipment Operator III	A-13
Administrative Aide III	A-17	General Clerk I	A-06
Administrative Aide IV	A-19	General Clerk II	A-08
Administrative Assistant I	A-18	General Clerk III	A-10
Administrative Assistant II	A-21	General Clerk IV	A-12
Administrative Assistant III	A-24	Health Aide I	A-08
Auditor I	A-18	Health Aide II	A-10
Auditor II	A-21	Laboratory Assistant I	A-12
Auditor III	A-24	Laboratory Assistant II	A-14
Budget Aide I	A-13	Licensed Practical Nurse I	A-12
Budget Aide II	A-15	Licensed Practical Nurse II	A-14
Budget Management Analyst I	A-18	Licensed Practical Nurse III	A-16
Budget Management Analyst II	A-21	Mail Services Operator I	A-10
Budget Management Analyst III	A-24	Mail Services Operator II	A-12
Building Engineer I	A-14	Maintenance Services Attendant I	A-10
Building Engineer II	A-15	Maintenance Services Attendant II	A-11
Buyer I	A-15	Nurse Practitioner I	A-23
Buyer II	A-17	Nurse Practitioner II	A-25
Buyer III	A-21	Nutritionist I	A-18
Citizens Services Specialist I	A-16	Nutritionist II	A-21
Citizens Services Specialist II	A-18	Nutritionist III	A-24
Citizens Services Specialist III	A-21	Permits Specialist I	A-12
Clerk Typist I	A-08	Permits Specialist II	A-13
Clerk Typist II	A-10	Permits Specialist III	A-16

Community Developer I	A-18	Physicians Assistant I	A-23
Community Developer II	A-21	Physicians Assistant II	A-25
Community Developer III	A-24	Printing & Reproductions	
Community Development Aide I	A-05	Supervisor	A-19
Community Development Aide II	A-07	Programmer/Systems Analyst I	A-18
Community Development Aide III	A-09	Programmer/Systems Analyst II	A-21
Community Development Assistant I	A-12	Programmer/Systems Analyst III	A-24
Community Development Assistant II	A-14	Psychiatric Nurse I	A-23
Community Development Assistant III	A-17	Psychiatric Nurse II	A-25
Community Health Nurse I	A-18	Public Health Aide I	A-12
Community Health Nurse II	A-21	Public Health Aide II	A-14
Counselor I	A-18	Public Safety Aide I	A-06
Counselor II	A-21	Public Safety Aide II	A-08
Data Entry Operator I	A-09	Public Safety Aide III	A-10
Data Entry Operator II	A-11	Radiology Technician I	A-15
Dental Hygienist I	A-15	Radiology Technician II	A-17
Dental Hygienist II	A-17	Social Worker I	A-18
		Social Worker II	A-21
		Social Worker III	A-24
		Supply Technician	A-16
		Supply/Property Clerk I	A-09
		Supply/Property Clerk II	A-10
		Supply/Property Clerk III	A-12
		Supply/Property Clerk IV	A-14
		Systems Analyst I	A-15
		Systems Analyst II	A-17

****ATTACHMENT D -- PERB HISTORY
Local 3279 Merged into Local 2462**

Case Number
<i>DATE OF CERTIFICATION</i>
16 39 00251 88S May 4, 1989 DER-Animal Shelter
16 39 00260 89W August 25, 1990 DER-Animal Control
16 39 00111 91DS June 18, 1991
16 L 390 00307 94 June 21, 1995
16 390 00238 94 August 16, 1996
16 390 00119 95
16 390 00180 95
16 390 00188 96

****Locals 2462 & 2735**

Case Number				
Date of Certification				
73-PG-R-1 Local 2462 September 6, 1973	76-PG-R-24 August 2, 1976	16 39 0098 75 Local 2462	16 39 0252 85S September 26, 1985	16 390 00180 95
73-PG-R-10 April 9, 1974 Dept of Licenses and Permits	76-PG-ULP-5	16 39 0106 75 AFSCME 2735	16 39 00181 88S October 31, 1988 Housing and Community Development Decision Re Petition for Clarification of Unit – November 21, 1989	CAL95-12332
73-PG-R-13 74-PG-R-15 Dept Licenses and Permits April 9, 1974	78K20493 AFSCME 2735 January 26, 1979	16 39 0166 75 AFSCME 2462	16 39 00182 88S November 22, 1988	16 390 00242 02
73-PG-R-14 DPW April 8, 1974	78-PG-R-32 DPW September 8, 1978	16 39 0085 76 AFSCME 2735	16 39 00251 88S May 4, 1989 DER-Animal Shelter	R-01-05 April 11, 2006 Reorganization Notice of Petition
74-PG-R-17 June 20, 1975 Dept of Human Resources and Community Development	79-PG-IM-14 Local 2462/2735	16 39 0097 76 AFSCME 2735 Dept of Licenses and Permits	16 39 00260 89W August 25, 1990 DER-Animal Control	
74-PG-ULP-1 Local 2735	79-PG-R-36	16 39 0127 76 AFSCME 2735 Dept of Licenses and Permits	16 39 00147 93DS November 23, 1993 DPW&T	
75-PG-R-22 DPW November 19, 1975	79-PG-R-38 Fleet Management	16 39 0153 76	16 39 00148 93DS April 15, 1994 AFSCME Council 67	
75-PG-R-1 August 12, 1985	80-PG-ULP-14A	16 39 0251 81 May 21, 1982 Local 2079	16 390 00328 94	
75-PG-R-24 Decision and Direction of Election February 25, 1976 Department of Licenses and Permits	16 39 0097 75 AFSCME 2735 Dept of Licenses and Permits	16 39 0132 82 October 18, 1982	16 390 00142 94DS May 9, 1995	

April 20, 1976				
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