

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2001 Legislative Session

Bill No. CB-86-2001

Chapter No. 68

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

Introduced by Council Members Russell, Scott, Bailey, Wilson, Shapiro,

Estepp and Gourdine

Co-Sponsors _____

Date of Introduction October 23, 2001

BILL

1 AN ACT concerning

2 Collective Bargaining Agreement - Council 67,

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

4 AFL-CIO, and its affiliated Local 1170

5 (Supervisory Employees in the Health Department)

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

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

8 (AFSCME), AFL-CIO, and its affiliated Local 1170 (Supervisory Employees in the Health

9 Department) to provide for wages and certain other terms and conditions of employment for

10 personnel classifications certified by the Prince George's County Public Employee Relations

11 Board.

12 BY adding with amendments:

13 SUBTITLE 16. PERSONNEL.

14 Section 16-233(f)(24),

15 The Prince George's County Code

16 (1999 Edition, 2000 Supplement).

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

18 Maryland, that Section 16-233(f)(24) of the Prince George's County Code be and the same is

19 hereby added with the following amendments:

20

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

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

(24) Declaration of Approval - Local 1170 American Federation of State, County and Municipal Employees, AFL-CIO (Supervisory Employees in the Health Department).

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 1170 (Supervisory Employees in the Health Department), on September 21, 2001, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the Agreement shall be retroactively effective to July 1, 2001.

Adopted this 19th day of November, 2001

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Ronald V. Russell
Chairman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Wayne K. Curry
County Executive

KEY:
Underscoring indicates language added to existing law.

AGREEMENT

BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

COUNCIL 67, AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AND ITS AFFILIATED LOCAL 1170

(HEALTH DEPARTMENT)

JULY 1, 2001 THROUGH JUNE 30, 2003

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1--PURPOSE.....	1
ARTICLE 2--RECOGNITION	1
ARTICLE 3--MANAGEMENT'S RIGHTS	1
ARTICLE 4--NON-DISCRIMINATION	2
ARTICLE 5--COOPERATION	2
ARTICLE 6--SHOP STEWARDS/UNION OFFICIALS	3
ARTICLE 7--UNION SECURITY	4
ARTICLE 8--UNION COMMUNICATIONS	4
ARTICLE 9--UNION BUSINESS LEAVE	5
ARTICLE 10--P.E.O.P.L.E. DEDUCTION	6
ARTICLE 11--NO STRIKE OR LOCKOUT	6
ARTICLE 12--WAGES	6
ARTICLE 13--HOURS OF WORK	8
ARTICLE 14--PREMIUM PAY	9
ARTICLE 15--EMERGENCY RESPONSE PAY	10
ARTICLE 16—PERSONAL VEHICLES/COUNTY VEHICLES	11
ARTICLE 18--SAFETY AND HEALTH	11
ARTICLE 19—PROBATIONARY PERIOD	12
ARTICLE 20--PROMOTIONS	12
ARTICLE 23--LAYOFFS AND RECALL	13
ARTICLE 24--PERSONNEL FILES	13
ARTICLE 25—CONTRACTING OUT/SUBCONTRACTING	14
ARTICLE 26--ANNUAL LEAVE	14
ARTICLE 27--SICK LEAVE	15
ARTICLE 28--SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION	16
ARTICLE 29--PERSONAL LEAVE	17
ARTICLE 30-- MILITARY LEAVE	18
ARTICLE 31--BEREAVEMENT LEAVE	18
ARTICLE 32--JURY DUTY	18
ARTICLE 33--LEAVE OF ABSENCE.....	18

ARTICLE 34--FAMILY AND MEDICAL LEAVE.....	19
ARTICLE 35--BLOOD DONATION LEAVE	19
ARTICLE 36--CIVIC DUTY LEAVE	19
ARTICLE 37--VOTING TIME	19
ARTICLE 38--HOLIDAYS.....	19
ARTICLE 39--HEALTH AND WELFARE.....	20
ARTICLE 40--SUPPLEMENTAL RETIREMENT BENEFIT	21
ARTICLE 41--DISCIPLINE AND DISCHARGE.....	22
ARTICLE 42--GRIEVANCE PROCEDURE	22
ARTICLE 43 – JOB DESCRIPTIONS.....	24
ARTICLE 44—EMPLOYEE JOB PERFORMANCE AND APPRAISALS	24
ARTICLE 45 –ENTIRE UNDERSTANDING	25
ARTICLE 46--SAVINGS CLAUSE	25
ARTICLE 47—WORK RULES	25
ARTICLE 48--DURATION AND REOPENER	25

ARTICLE 1 -- PURPOSE

A. This Collective Bargaining Agreement ("Agreement") is entered into by Prince George's County, Maryland ("County" or "Employer") and Council 67 of the American Federation of State, County and Municipal Employees and its affiliated Local 1170 ("Union" or "AFSCME"), and has as its purpose the promotion of harmonious relations between the County and AFSCME; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder.

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

ARTICLE 2 -- RECOGNITION

A. The County recognizes the Union as the sole and exclusive bargaining agent for those employees certified by the Public Employees Relations Board in Case No. AAA-21-390-00018-99 for the purpose of negotiating matters of wages, hours and other terms and conditions of employment. The specific job classifications included by this certification are listed in Appendix 1.

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

C. The Health Department will make available to the Union monthly a list of bargaining unit employees: name, 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 and (d) relocations. Upon request, the Health Department 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

Nothing in this Agreement shall affect the right of the County to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to discipline, suspend or discharge employees for just cause and to relieve employees from duty because of lack of work; or to take any action, not inconsistent with the express provisions of this Agreement, necessary to carry out the mission of the County.

ARTICLE 4 -- NON-DISCRIMINATION

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, religion, national origin, disability, or political affiliation. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.
- B. The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the County or any County representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.
- C. The Union agrees that it shall not discriminate against any employee in regard to membership, non-membership, or holding office in the Union because of race, disability, age, marital status, political affiliation, religion, color, sex, sexual orientation, or national origin.
- D. The provisions of this Article shall be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance shall not be subject to arbitration, but shall be referred to the appropriate governmental agency having jurisdiction.
- E. The County agrees to provide the Union with a reasonable number of copies of the Affirmative Action Plan. Additionally, the Employer will provide a copy of the EEO complaint procedure to an employee upon his/her request.
- F. Administrative leave may be granted by the employees' Appointing Authority where an employee is subpoenaed to appear before a court or otherwise officially requested to appear before a public body, public agency or commission on matters relating to government business.

ARTICLE 5 -- COOPERATION

- A. The parties agree that they shall cooperate individually and collectively, to maintain a high quality of performance, and that each shall use their influence and best effort to protect and foster the efficiency and effectiveness of the services rendered by them for the public interest, and that each will cooperate in advancing the morale of employees covered by this Agreement.
- B. The Health Department will notify the Union of any departmental reorganizations affecting the bargaining unit within thirty (30) days prior to their implementation.
- C. The parties agree to participate in departmental Labor-Management Committees, which may meet as issues arise, but no more than quarterly, unless agreed to by both parties. The Committee shall consist of no more than three (3) members each from labor and management. The labor members may be selected from the Local Union President, Local Union Shop Stewards, the Chief Steward or Council 67 representatives. When agenda items affect a specific group of employees covered by this Agreement, a group representative may, at the Union's request, also be permitted to attend the meeting.

D. The County will provide the Union President and the Chief Steward 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 the appropriate Union Representatives as set forth in regards 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 shall prepare, keep current and give a list of accredited Stewards and staff representatives and their work locations or revisions thereto to the agency where the Steward is employed and to the County's designee. The list shall include one (1) alternate Steward who shall serve only in the absence of the accredited Steward. The Union shall promptly notify the County of any changes of such Stewards and/or alternates.

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

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

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

G. Union Stewards and the Local Union President shall, after receiving permission from their appropriate supervisor (such permission not to be unreasonably withheld), be granted reasonable time off with pay during working hours to investigate grievances at the Step 1 level and to attend Step 1 meetings, and the Local Union President will also be granted reasonable time off to attend Step 2 meetings where appropriate. The parties agree that time spent by the Stewards and the Local Union President in investigating Step 1 grievances will be kept to a minimum; and that grievance investigations will at all times be conducted so as not to interfere unreasonably or unnecessarily with the Employer's operations. The parties also agree that Union Stewards and

the Local Union President will provide as much advance written notice (for example, a leave slip) as possible of the need for time off to investigate grievances or to attend a Step 1 or Step 2 meeting.

H. One (1) County Administration Building parking permit and one (1) County Service Building parking permit will be provided to the Local Union President, Chief Steward and Council 67 Representative.

ARTICLE 7 -- UNION SECURITY

A. All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to the paragraph immediately following, remain members of the Union for the duration of this Agreement. All employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union.

B. The Union, upon the presentation of dues deduction or service fee authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a biweekly basis and remitted to the Union. Such authorization shall be irrevocable and automatically renewed from year-to-year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code and presented to the Employer during the month of June.

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 the County harmless against any loss or damages that may arise from the operation of this Article.

ARTICLE 8 -- UNION COMMUNICATIONS

A. The County agrees to provide suitable bulletin board space on existing or new bulletin boards, in convenient places for posting of official Union notices. The parties agree that the usage of such bulletin boards will be to promote employee-Employer relations, as well as to keep the members of the Union informed of its representation activities.

B. Provided always that the distribution needs of the County be paramount, the Union will be permitted to use the County's courier 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.

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 this Agreement at the conclusion of new employee orientation for the purpose of briefing the employee on this Agreement and the Union's programs and benefits.

ARTICLE 9 -- UNION BUSINESS LEAVE

A. AFSCME Local 1170 shall be serviced by AFSCME Council 67's appointed Chief Steward for employees in bargaining units in the County. The Chief Steward will be an employee with the County 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 Chief Shop Steward is disallowed by audit. Furthermore, he/she shall be responsible for coordinating and processing of grievances for the Local 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.

B. The County shall grant, after request to and approval by the department head, administrative leave for attendance at regularly scheduled Union conventions and/or conferences for employees officially designated as Union delegates during any one (1) fiscal year. Local delegates of Local 1170 shall be approved for not more than six (6) days administrative leave for attendance at such conventions and/or conferences, and such leave shall not be unreasonably withheld. In addition, if an employee with the Health Department is duly elected to serve on Council 67's Executive Board, that employee shall be approved for not more than one (1) day administrative leave per fiscal year to attend conventions and/or conferences, and such leave shall not be unreasonably withheld.

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

D. 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 Personnel and Labor Relations with a written request for the leave, indicating the event and the date(s) it will take place, the amount of leave requested and the names of the employees for whom it is requesting administrative leave, noting their

division and the capacity in which they will be attending the event. The Office of Personnel and Labor Relations will forward the request to the Director of the Health Department for approval. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld.

E. 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 County agrees to deduct on a biweekly basis from payroll checks of employees covered by this Agreement who so request in writing, voluntary contributions to the Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this paragraph.

ARTICLE 11 -- NO STRIKE OR LOCKOUT

The Union agrees that there shall be no strikes except as defined in Section 13A-102(n) and Section 13A-112 of the County Labor Code. The Employer agrees that there shall be no lockouts. In the event of an illegal strike, slow-up or work stoppage, the Union shall promptly and publicly disavow such unauthorized conduct.

ARTICLE 12 -- WAGES

A. Cost of Living Increases

1. Employees covered by this Agreement will receive a four hundred fifty dollar (\$450.00) increase to their base salary rate effective the first full pay period beginning on or after September 1, 2001. Employees covered by this Agreement will receive a three percent (3%) increase to their base salary rate effective the first full pay period beginning on or after October 1, 2001.

2. Employees covered by this Agreement will receive a four hundred fifty dollar (\$450.00) increase to their base salary rate effective the first full pay period beginning on or after September 1, 2002. Employees covered by this Agreement will receive a three percent (3%) increase to their base salary rate effective the first full pay period beginning on or after October 1, 2002.

B. Merit Increases

1. Employees covered by this Agreement who are eligible to receive a merit increase in Fiscal Year 2002 and Fiscal Year 2003 will receive a merit increase of three and one-half percent (3 1/2%) to their base salary rate, on their anniversary date during Fiscal Year 2002 and Fiscal Year 2003.

2. Employees will continue to receive three and one-half percent (3 1/2%) merit increases on their anniversary date until one of the following occurs:

a. The employee reaches the MAXIMUM of his/her grade.

b. The three and one-half percent (3 1/2%) increase would establish their hourly rate one percent (1%) or less below the MAXIMUM rate in which case the hourly rate will instead be adjusted to equal the MAXIMUM applicable rate; or

c. The three and one-half percent (3 1/2%) increase would cause an employee's salary rate to exceed the MAXIMUM rate established for that grade, in which case the employee's salary will instead be adjusted to equal the MAXIMUM applicable rate.

3. Employees within the MINIMUM to MAXIMUM rate range will receive a salary increase upon promotion or reallocation at the rate of ten percent (10%) 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.

4. Employees within the MINIMUM rate to MAXIMUM rate range who are demoted will receive a salary decrease of ten percent (10%), 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.

5. Employees covered by this Agreement and hired before July 1, 2001 will keep the anniversary dates that they held on July 1, 2001, for as long as they are continuously employed. Employees hired on or after July 1, 2001, will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

C. Longevity Steps

1. Effective July 1, 2001, the U pay scale will be created from the G pay scale to include three longevity steps as follows:

a. L1 - Two and one-half percent (2 1/2%) above the Maximum rate, to which an employee will be eligible to advance after completing fifteen (15) years of service.

b. L2 - Two and one-half percent (2 1/2%) above the L1 rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

c. L3 - Two and one-half percent (2.5%) above the L2 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

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

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

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

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

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

e. Employees at a longevity step who are promoted or demoted will receive the rate of the corresponding longevity step of the new grade after promotion or demotion.

D Foreign Language Interpretation

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

ARTICLE 13 -- HOURS OF WORK

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

B. The Department and Union will jointly meet to develop a suggested policy on a compressed workweek for employees and a flexible work schedule based on departmental operational needs. This committee shall consist of equal Union and Management members and will meet no later than sixty (60) days after the effective date of this contract.

C. Effective the first full pay period beginning after this Agreement is ratified by the

membership, a differential of one dollar and twenty cents (\$1.20) per hour will be paid to employees who are required to work beyond their regularly scheduled work shift between the hours of six o'clock in the evening (6:00 p.m.) and seven o'clock in the morning (7:00 a.m.).

D. Effective the first full pay period beginning on or after July 1, 2002, differential pay will increase to one dollar and twenty-five cents (\$1.25) per hour.

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.

1. When the County is closed due to Administrative Closings and grants administrative leave to nonessential employees, essential employees who work their assigned scheduled tour of duty on that day will be granted the same number of hours of compensatory leave as nonessential employees are granted administrative leave.

2. 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 -- PREMIUM PAY

A. Employees covered by this Agreement shall be compensated at the rate of one and one-half times (1 1/2) compensatory leave for overtime work they are required to perform in excess of forty (40) hours worked in a workweek.

B. All leave with pay, including holiday leave pay, shall be considered time worked in the computation of overtime.

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

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

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

F. The Employer will solicit volunteers when overtime work is required. The Employer will

solicit volunteers for overtime from those employees on duty in the work unit/work area involved. In the event a sufficient number of qualified volunteers are not available, overtime work will be assigned in reverse order of seniority. Instances of hardship should be presented to the supervisor and shall be considered on a case-by-case basis.

G. Straight time for after duty hours when carrying an on-call pager or Nextel, and one and one-half (1 1/2) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority) if asked to respond.

ARTICLE 15 -- EMERGENCY RESPONSE PAY

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

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

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

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

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

c. Straight time for after duty hours when carrying an on-call pager or Nextel, and one and one-half (1 1/2) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority) if asked to respond.

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

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

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

c. Straight time for after duty hours when carrying an on-call pager or Nextel, and one and one-half (1 1/2) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority) if asked to respond.

ARTICLE 16 -- PERSONAL VEHICLES/COUNTY VEHICLES

Per Administrative Procedure 640, employees may not be required to use their personal vehicle for County business.

ARTICLE 17 -- TEMPORARY ASSIGNMENTS/JOB CLASSIFICATIONS

A. Employees who are required to perform duties of a higher job classification after five (5) workdays shall be compensated retroactively at the rate of that higher classification. No employee shall perform such work for more than one hundred twenty (120) days in any one (1) calendar year.

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

C. This Article shall not apply to an employee in a training work assignment in the same job classification but different programmatic area. Employees should have all training work assignments explained to them fully. The training will not last more than one hundred twenty (120) days unless agreed upon between the Union and the County for extension.

D. An employee who has a temporary assignment to a lower job classification shall maintain the pay for his/her original position.

E. Advance notice will be given to the Union of any Temporary Assignment that will exceed five (5) consecutive days.

F. Employees covered by this Agreement who believe their job duties and responsibilities are outside of their job classification may submit a written request to their Appointing Authority for appropriate action.

ARTICLE 18 -- SAFETY AND HEALTH

A. The County shall make every good faith effort to provide and maintain safe and healthful working conditions for all employees as required by applicable laws. The Union will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. 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.

C. The Employer will provide safety training to employees as necessary for performance of their job.

- D. Annual flu shots will be made available first to clinical staff and then to general staff based on availability. Hepatitis B vaccine is offered in accordance with OSHA requirements.
- E. The Union will serve on the existing Employee Health and Safety Council.

ARTICLE 19 -- PROBATIONARY PERIOD

- A. All employees covered by this Agreement shall serve a probationary period in accordance with the Personnel Law.
- B. At any time during the probationary period the Employer may remove an employee if in the Employer's opinion the employee is unwilling or unable to perform the duties of the position satisfactorily or that the employee's habits and lack of dependability do not merit continued employment with the Employer. When dismissing a probationary employee, the Employer shall follow the procedures set forth in Sections 16-171(c)(1),(2) and (3) of the Personnel Law that was in effect in Fiscal Year 2001. This shall not be interpreted as subjecting any termination of a probationary employee to the grievance procedure contained in this Agreement.
- C. An employee's probationary period may be extended providing the appointing authority gives at least a ten (10) calendar day notice to the probationary employee prior to expiration of the probation. The notice shall provide the reason for the extension and the length of the extension. The union shall be notified of the extension.
- D. The Union and the affected employee shall receive a copy of the notice extending the employee's probationary period.

ARTICLE 20 -- PROMOTIONS

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

ARTICLE 21 -- TRANSFERS

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

ARTICLE 22 -- SENIORITY

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

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

1. Voluntary resignation.
2. Retirement.
3. Discharge for just cause.
4. Failure or refusal to return to work within ten (10) calendar days after being recalled from layoff by certified or registered mail addressed to the employee's last known address shown on the employee's personnel record.
5. Absence of three (3) consecutive workdays without reporting to the County unless the employee can establish justification of such failure to report.
6. Disability termination.

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

C. The Employer shall furnish the Union a seniority list (an alphabetical listing by County seniority of all employees in the bargaining unit) on January 1 of each year, and upon request, the County shall furnish an updated seniority list on July 1. Said listing shall include employee's hire date, job title, salary and work location/department.

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

ARTICLE 23 -- LAYOFFS AND RECALL

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

ARTICLE 24 -- PERSONNEL FILES

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

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

2. Where the Union is representing an employee in a grievance filed under this Agreement, the Union shall be permitted to review the employee's personnel file for information relevant to the grievance so long as the employee provides the County with written authorization, including the employee's signature and social security number.

B. The County shall honor the written request to remove such items listed in this Article, within thirty (30) days from receipt of the employee's initial request.

ARTICLE 25 -- CONTRACTING OUT/SUBCONTRACTING

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

ARTICLE 26 -- ANNUAL LEAVE

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

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

B. A maximum of three hundred sixty (360) hours of accumulated annual leave 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 new sick leave.

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

D. An employee shall submit a written request to use five (5) or more days of annual leave at least fourteen (14) calendar days before the date the leave is to begin and the employer must respond to the request not later than seven (7) calendar days after the date the leave request was submitted. An employee shall submit a written request (or confirm an oral request in writing) to use less than five (5) days of annual leave at least two (2) working days before the date the leave is to begin; and the employer must respond to the request not later than one (1) working day after the date the leave request was submitted; provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for the leave. Upon request, annual leave shall be granted based upon the Employer's operational needs. If the supervisor does not respond in the above given time frame, the leave is considered approved. If the nature of the Employer's operations makes it necessary to limit the number of employees on

vacation at one time, the employee with the greater seniority will be given the choice of vacation periods in the event of any conflict over vacation periods on an annual rotating basis.

E. An employee who has completed the first ninety (90) days of employment with the Employer and terminates employment with a fourteen (14) day notice, shall receive a lump sum payment for the annual leave balance credit accumulated through the last full pay period immediately prior to the employee's separation.

F. Approved vacation requests shall not be subject to cancellation except in cases of emergency as determined by the Department Director, and employees covered by this Agreement will not be called in to work while on vacation except in cases of emergency as determined by the Department Director.

G. An employee whose vacation request has been approved may not cancel his/her approved leave without the prior written approval of Management.

H. Vacation leave may be taken in increments of one-half (1/2) hour or more.

I. 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.

J. 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 27 -- SICK LEAVE

A. Full-time employees shall accrue one and one-quarter (1 1/4) days of sick leave per month. Part-time employees who work twenty (20) hours or more per week shall accrue sick leave in proportion to the amount of time worked; however, an employee who works less than twenty (20) hours per week shall not be entitled to sick leave.

B. There shall be no limit on the amount of sick leave an eligible employee may accumulate.

C. Sick leave shall be allowed in one of the following manners:

1. the employee or employee's spouse, domestic partner, dependent children, parents, grandparents or grandchildren are incapacitated for the performance of duties by sickness, disability, injury, pregnancy and confinement or for medical dental, or optical examination or treatment;

2. a member of the employee's immediate family is afflicted with a contagious disease;

3. the employee is exposed to a contagious disease and the presence of the employee would jeopardize the health of others.

D. Request for use of sick leave for health care appointments shall be made to the Employer in advance. Requests for sick leave in all other cases shall be made in advance whenever it is possible, no later than within the first hour of the start of the employee's workday.

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

F. 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 leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave under Article 31.

G. 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.

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

ARTICLE 28 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

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

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8).

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

accumulated sick leave to the Union sick leave bank.

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

a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in Fiscal Year 1995, or three hundred sixty (360) hours, whichever is greater. Any excess annual leave over three hundred sixty (360) hours at the end of each leave year will be converted to sick leave.

4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of Fiscal Year 1995, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half (1/2) of the employee's base hourly rate of pay as of June 30, 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

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

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

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

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

ARTICLE 29 -- PERSONAL LEAVE

Twenty-two (22) paid personal leave hours per wage reporting year, in addition to four (4) hours granted in lieu of General Election Day, shall be granted to each employee eligible for annual leave. Personal leave hours may be used in increments of one (1) hour or more per approved

request. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

ARTICLE 30 -- MILITARY LEAVE

Military leave will be administered pursuant to the Personnel Law.

ARTICLE 31 -- BEREAVEMENT LEAVE

A. In the event of the death of an employee's parent, spouse, domestic partner, child, parent-in-law, son- or daughter-in-law, grandchild, brother, sister, or grandparents, the employee shall be permitted to take up to five (5) working days leave from the employee's accumulated leave for bereavement. The first (1st) leave day will be an administrative leave day and the other day or days will be charged to the employee's accumulated sick leave. Upon the death of the employees, parent, spouse, domestic partner or child, the first three (3) days will be charged to administrative leave and the rest to the employee's accumulated leave.

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.

ARTICLE 32 -- JURY DUTY

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

ARTICLE 33 -- LEAVE OF ABSENCE

A. Employees shall be eligible to request a leave of absence after ninety (90) days of service with the County.

B. Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the County, in its discretion, approves the leave of absence, authorization for a leave of absence shall be furnished to the employee by the Employer in writing 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 Family Medical Leave Act.

ARTICLE 35 -- BLOOD DONATION LEAVE

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

ARTICLE 36 -- CIVIC DUTY LEAVE

An employee subpoenaed to appear before a court, public body or commission on matters relating to the business of the Employer shall be granted administrative leave for the period required to respond to the subpoena.

ARTICLE 37 -- VOTING LEAVE

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

ARTICLE 38 -- HOLIDAYS

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

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

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

C. Full-time employees covered by this Agreement shall be granted holiday leave with pay on observed holidays. Part-time employees covered by this Agreement shall be granted holiday leave with pay in proportion to the number of hours worked, provided that any such employee shall have worked a minimum of forty (40) hours during the full pay period immediately preceding the pay period within which the holiday is observed. Any full-time or part-time employee on approved, paid leave on the day a holiday occurs shall be considered on holiday leave for that day and shall be paid at the regular hourly rate of pay. To be eligible to receive holiday leave pay an employee must be in a pay status the last regular 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 receive compensatory leave at the rate of two (2) times the hours actually worked on the holiday. An employee required to work on the day of a 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 39 -- HEALTH AND WELFARE

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

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

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

D. The Employer shall contribute eighty percent (80%) to the County's prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twenty percent (20%).

- E. Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.
- F. Employees enrolled in the Vision Program will be allowed to receive new glasses or contacts every other year.
- G. Two (2) dental plans are available to employees. The Employer will contribute an amount equal to fifty percent (50%) of the total premium for HMO dental coverage to either dental plan in which an employee enrolls.
- H. Employees may choose to enroll in a long-term disability program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.
- I. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to three thousand dollars (\$3,000.00) in a medical spending account.
- J. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive credit.
- K. Where an employee who is injured on the job has exhausted all available leave (including IOJ) and is granted an unpaid leave of absence pursuant to Article 33 (Leave of Absence), the County shall pay the Employer and employee share of the employee's health insurance during the leave of absence.
- L. The Employer agrees to provide, through its payroll department, a computer key for the payroll deduction of Union insurance programs, for the benefit of those employees who wish to participate in such program, and who authorize in writing the deduction of premiums for such a program from their pay.
- M. The County agrees to establish a Joint Study Committee to explore the feasibility of a health insurance plan with no co-pay or follow up co-pay.

ARTICLE 40 -- SUPPLEMENTAL RETIREMENT BENEFIT

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

ARTICLE 41 -- DISCIPLINE AND DISCHARGE

Section 1. Discipline

- A. Employees shall be disciplined only for just cause and the Employer agrees to follow the principles of progressive discipline provided, however, the initial disciplinary action should be consistent with the severity of the offense.
- B. If the Employer has reason to discipline an employee it shall be done in a manner that shall not embarrass the employee before other employees or the public.
- C. Any disciplinary action may be processed through the grievance procedure specified in this Agreement.
- D. The parties agree to follow a progressive disciplinary policy utilizing the disciplinary methods permitted by the Personnel Law; provided, however, that the parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.
- E. The Local Union President and Chief Shop Steward shall receive copies of all written disciplinary actions and intended action.
- F. 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.

Section 2. Discharge and Suspension

- A. The Employer shall not discharge any employee without just cause. If in any case the Employer feels that there is just cause for discharge, the employee involved and the Union shall be notified at least forty-eight (48) hours in advance of such action.
- B. Pending the investigation of charges which may result in the suspension or discharge of an employee or upon notice of intent to suspend or discharge an employee, the Employer may, in its discretion, place the employee on administrative leave in lieu of the measures available under the Personnel Law.
- C. The Union shall have the right to take up the suspension and/or discharge at the Appointing Authority level of the grievance procedure. Where an employee is suspended or discharged, the employee shall be granted the opportunity to have a Union representative present if the employee requests that one be present.

ARTICLE 42 -- GRIEVANCE PROCEDURE

- A. A complaint or dispute between the parties or between the County and an employee, including a complaint or dispute involving the application, meaning or interpretation of the provisions of this Agreement shall be considered a grievance and subject to resolution under the

following procedures:

1. Step 1.

a. When any employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the Local Union President or Shop Steward, shall give written notice of the grievance to the Department within seven (7) working days after the occurrence of the violation or within seven (7) working days following the time when the employee should reasonably have known of its occurrence. The written notice must be signed by the employee and his/her Union Representative and must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. The Local Union President or Shop Steward and the employee's supervisor shall meet and endeavor to adjust the matter within seven (7) working days after timely notice has been given. The Department shall respond to the grievance not later than seven (7) working days after the meeting. If they fail to resolve the matter within the prescribed period or no response is given, the Union may, within five (5) working days thereafter, pursue Step 2 of the Grievance Procedure.

b. Should the Union or the County have a dispute with the other party and, if after conferring, a settlement is not reached within ten (10) calendar days after occurrence of the events giving rise to the dispute, the dispute may be reduced to writing and proceed to Step 2.

2. Step 2.

a. If the grievance is not resolved under Step 1, and the Union elects to pursue the matter beyond Step 1, the Shop Steward and/or Local Union President will meet with the employee's Department Appointing Authority or the Department Appointing Authority's designee, for the purpose of attempting to resolve the grievance within seven (7) working days after timely receipt of the written grievance. Should the parties fail to reach an agreement or no response is given within seven (7) working days after the conference, the dispute may be referred, as appropriate, to the Director, Office of Personnel and Labor Relations, in accordance with the provision of Step 3 or to final and binding arbitration in accordance with the provisions of Step 4.

3. Step 3.

a. If a grievance over any loss of pay, a discharge or a promotion is not resolved under Step 2, and the Union, through its Council 67 representative, elects to pursue the matter beyond Step 2, a written appeal signed by the aggrieved employee and the Council 67 representative may be filed with the Director, Office of Personnel and Labor Relations, within seven (7) working days after receipt of the answer at Step 2. Within seven (7) working days after receipt of the appeal, the Director, Office of Personnel and Labor Relations, or his designee and the Union will meet to discuss the grievance. The Director, Office of Personnel and Labor Relations or his designee will respond within fifteen (15) working days after the hearing. Should the parties fail to reach an agreement, the dispute may be referred to final and binding arbitration

in accordance with the provisions of Step 4.

4. Step 4.

a. If the grievance shall have been submitted but not adjusted under Step 2, and further under Step 3 if appropriate, either the Union, through its Council 67 representative, or the County may request in writing, within seven (7) working days after the grievance has been denied at Step 2 or, when applicable, Step 3, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The County and the Union shall, after execution of this Agreement, attempt to mutually select a permanent panel of five (5) Arbitrators but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of Arbitrators from which such a panel shall be selected. The Arbitrator appointed to hear and decide any grievance dispute hereunder shall be selected from such panel. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitrator shall be borne by the losing party.

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

c. Failure of the grieving party to adhere to the time limits established in this grievance procedure shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement.

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

ARTICLE 43 – JOB DESCRIPTIONS

A. An employee covered by this Agreement will be provided with a copy of his/her current job description at the time of his/her appointment and at the time of his/her annual performance evaluation, and the employee must sign the job description to acknowledge the receipt.

B. Job descriptions will be changed in accordance with Personnel Law.

ARTICLE 44 -- EMPLOYEE JOB PERFORMANCE AND APPRAISALS

The parties recognize the importance and relationship between employee job performance, performance appraisals, and productivity. As such, each employee shall receive an annual performance appraisal, as well as oral and/or written feed back during the year of the

performance appraisal. Employees shall receive a merit increase provided they have a "satisfactory or above" performance appraisal.

ARTICLE 45 -- ENTIRE UNDERSTANDING

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

ARTICLE 46 -- 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 47 -- WORK RULES

The employer agrees to furnish each employee in the bargaining unit with a copy of the most recent departmental procedures and policies that affect him/her within thirty days (30) from the effective date of this Agreement. Thereafter, any new departmental procedures and policies will be distributed to the employee no later than ten (10) calendar days after they become effective. New employees shall be provided with a copy of the most recent departmental procedures and policies that affect them at the time they are hired. Employees may be required to acknowledge receipt by their signature.

ARTICLE 48 -- DURATION AND REOPENER

The Agreement shall become effective on July 1, 2001, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2003. This Agreement shall be automatically renewed from year to year after June 30, 2003, unless either party shall notify the other in writing no later than October 1, 2002, (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this _____ day of _____, 2001 in Upper Marlboro, Prince George's County, Maryland

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

PRINCE GEORGE'S COUNTY,
MARYLAND

Patricia Fletcher
Senior Staff Representative, Council 67

Kenneth E. Glover
Chief Administrative Officer

Local 1170

APPENDIX 1

Job Classifications in Bargaining Unit Represented by Local 1170

Accountant IV
Administrative Assistant IV
Budget/Management Analyst IV
Building Supervisor
Community Health Nurse III and IV
Community Developer III and IV
Counselor III and IV
Disease Control Specialist IV
Environmental Sanitarian IV
Supply Manager I and II
Supervisory Clerk

**SCHEDULE OF PAY GRADES (U-14 – U-27)
AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 2001**

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>	<u>L1</u>	<u>L2</u>	<u>L3</u>
U14	HOURLY	11.5267	18.3257	18.7838	19.2534	19.7348
	BIWKLY	922.14	1,466.06	1502.71	1540.28	1578.78
	ANNUAL	23,976	38,117	39,070	40,047	41,048
U18	HOURLY	14.0110	22.2751	22.8320	23.4028	23.9878
	BIWKLY	1,120.88	1,782.01	1826.56	1872.22	1919.03
	ANNUAL	29,143	46,332	47,491	48,678	49,895
U20	HOURLY	15.4470	24.5580	25.1720	25.8012	26.4463
	BIWKLY	1,235.76	1,964.64	2013.76	2064.10	2115.70
	ANNUAL	32,130	51,081	52,358	53,667	55,008
U21	HOURLY	16.2193	25.7859	26.4305	27.0913	27.7686
	BIWKLY	1,297.54	2,062.87	2114.44	2167.30	2221.49
	ANNUAL	33,736	53,635	54,976	56,350	57,759
U24	HOURLY	18.7759	29.8505	30.5968	31.3617	32.1457
	BIWKLY	1,502.07	2,388.04	2447.74	2508.93	2571.66
	ANNUAL	39,054	62,089	63,641	65,232	66,863
U27	HOURLY	21.7357	34.5557	35.4196	36.3051	37.2127
	BIWKLY	1,738.86	2,764.46	2833.57	2904.41	2977.02
	ANNUAL	45,210	71,876	73,673	75,515	77,402

The hourly rates for Minimum and Maximum are the G scale rates in effect as of 7/2/00. The Maximum rate is multiplied by 102.5% to establish L1. The percentage value between steps L1-L3 is 2.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (U-14 – U-27)
AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE SEPTEMBER 9, 2001

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>	<u>L1</u>	<u>L2</u>	<u>L3</u>
U14	HOURLY	11.7430	18.5420	19.0001	19.4697	19.9511
	BIWKLY	939.44	1,483.36	1520.01	1557.58	1596.09
	ANNUAL	24,425	38,567	39,520	40,497	41,498
U18	HOURLY	14.2273	22.4914	23.0483	23.6191	24.2041
	BIWKLY	1,138.18	1,799.31	1843.86	1889.53	1936.33
	ANNUAL	29,593	46,782	47,940	49,128	50,345
U20	HOURLY	15.6633	24.7743	25.3883	26.0175	26.6626
	BIWKLY	1,253.06	1,981.94	2031.06	2081.40	2133.01
	ANNUAL	32,580	51,531	52,808	54,117	55,458
U21	HOURLY	16.4356	26.0022	26.6468	27.3076	27.9849
	BIWKLY	1,314.85	2,080.18	2131.75	2184.61	2238.79
	ANNUAL	34,186	54,085	55,425	56,800	58,209
U24	HOURLY	18.9922	30.0668	30.8131	31.5780	32.3620
	BIWKLY	1,519.38	2,405.34	2465.05	2526.24	2588.96
	ANNUAL	39,504	62,539	64,091	65,682	67,313
U27	HOURLY	21.9520	34.7720	35.6359	36.5214	37.4290
	BIWKLY	1,756.16	2,781.76	2850.87	2921.71	2994.32
	ANNUAL	45,660	72,326	74,123	75,964	77,852

The hourly rates are the same as the July 1, 2001 rates plus \$.2163 per hour (\$450.00 per year). For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRAGES (U-14 – U-27)
AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE OCTOBER 7, 2001

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>	<u>L1</u>	<u>L2</u>	<u>L3</u>
U14	HOURLY	12.0953	19.0983	19.5701	20.0538	20.5496
	BIWKLY	967.62	1,527.86	1565.61	1604.31	1643.97
	ANNUAL	25,158	39,724	40,706	41,712	42,743
U18	HOURLY	14.6541	23.1661	23.7397	24.3276	24.9303
	BIWKLY	1,172.33	1,853.29	1899.18	1946.21	1994.42
	ANNUAL	30,481	48,186	49,379	50,602	51,855
U20	HOURLY	16.1332	25.5175	26.1499	26.7981	27.4625
	BIWKLY	1,290.66	2,041.40	2091.99	2143.85	2197.00
	ANNUAL	33,557	53,076	54,392	55,740	57,122
U21	HOURLY	16.9287	26.7823	27.4463	28.1268	28.8244
	BIWKLY	1,354.29	2,142.58	2195.70	2250.15	2305.96
	ANNUAL	35,212	55,707	57,088	58,504	59,955
U24	HOURLY	19.5620	30.9688	31.7375	32.5253	33.3329
	BIWKLY	1,564.96	2,477.50	2539.00	2602.03	2666.63
	ANNUAL	40,689	64,415	66,014	67,653	69,332
U27	HOURLY	22.6106	35.8152	36.7050	37.6170	38.5519
	BIWKLY	1,808.84	2,865.21	2936.40	3009.36	3084.15
	ANNUAL	47,030	74,496	76,346	78,243	80,188

The hourly rates are the same as the September 9, 2001 rates multiplied by 103%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (U-14 – U-27)
AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE SEPTEMBER 1, 2002

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>	<u>L1</u>	<u>L2</u>	<u>L3</u>
U14	HOURLY	12.3116	19.3146	19.7864	20.2701	20.7659
	BIWKLY	984.93	1,545.16	1582.92	1621.61	1661.27
	ANNUAL	25,608	40,174	41,156	42,162	43,193
U18	HOURLY	14.8704	23.3824	23.9560	24.5439	25.1466
	BIWKLY	1,189.63	1,870.60	1916.48	1963.52	2011.73
	ANNUAL	30,930	48,635	49,829	51,051	52,305
U20	HOURLY	16.3495	25.7338	26.3662	27.0144	27.6788
	BIWKLY	1,307.96	2,058.71	2109.30	2161.15	2214.30
	ANNUAL	34,007	53,526	54,842	56,190	57,572
U21	HOURLY	17.1450	26.9986	27.6626	28.3431	29.0407
	BIWKLY	1,371.60	2,159.89	2213.00	2267.45	2323.26
	ANNUAL	35,662	56,157	57,538	58,954	60,405
U24	HOURLY	19.7783	31.1851	31.9538	32.7416	33.5492
	BIWKLY	1,582.26	2,494.81	2556.30	2619.33	2683.93
	ANNUAL	41,139	64,865	66,464	68,103	69,782
U27	HOURLY	22.8269	36.0315	36.9213	37.8333	38.7682
	BIWKLY	1,826.15	2,882.52	2953.70	3026.67	3101.45
	ANNUAL	47,480	74,945	76,796	78,693	80,638

The hourly rates are the same as the October 7, 2001 rates plus \$.2163 per hour (\$450.00 per year). For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (U-14 – U-27)
AFSCME LOCAL 3389 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE OCTOBER 13, 2002

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>	<u>L1</u>	<u>L2</u>	<u>L3</u>
U14	HOURLY	12.6809	19.8940	20.3800	20.8782	21.3889
	BIWKLY	1014.48	1,591.52	1630.40	1670.26	1711.11
	ANNUAL	26,376	41,380	42,390	43,427	44,489
U18	HOURLY	15.3165	24.0839	24.6747	25.2803	25.9010
	BIWKLY	1,225.32	1,926.71	1973.98	2022.42	2072.08
	ANNUAL	31,858	50,095	51,323	52,583	53,874
U20	HOURLY	16.8400	26.5058	27.1572	27.8248	28.5091
	BIWKLY	1,347.20	2,120.47	2172.57	2225.98	2280.73
	ANNUAL	35,027	55,132	56,487	57,876	59,299
U21	HOURLY	17.6593	27.8085	28.4924	29.1934	29.9120
	BIWKLY	1,412.75	2,224.68	2279.39	2335.47	2392.96
	ANNUAL	36,731	57,842	59,264	60,722	62,217
U24	HOURLY	20.3716	32.1207	32.9124	33.7239	34.5557
	BIWKLY	1,629.73	2,569.65	2632.99	2697.91	2764.45
	ANNUAL	42,373	66,811	68,458	70,146	71,876
U27	HOURLY	23.5117	37.1124	38.0289	38.9683	39.9312
	BIWKLY	1,880.93	2,968.99	3042.31	3117.47	3194.50
	ANNUAL	48,904	77,194	79,100	81,054	83,057

The hourly rates are the same as the September 1, 2002 rates multiplied by 103%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.