COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND 1999 Legislative Session

| Bill No. | CB-84-1999 |
|--------------------|--|
| Chapter No. | 65 |
| Proposed and Pr | sented by The Chairman (by request – County Executive) |
| Introduced by | Council Members Estepp, Gourdine, Hendershot, Maloney, Russell |
| _ | Shapiro, Scott and Wilson |
| Date of Introduc | ion October 26, 1999 |
| | BILL |
| AN ACT concern | |
| | Collecting Bargaining Agreement – Council 67, |
| A | nerican Federation of State, County and Municipal Employees, |
| | AFL-CIO, and its affiliated Local 3389 (Health Department) |
| For the purpose of | approving the labor agreement by and between Prince George's County and |
| Council 67, Ame | can Federation of State, County and Municipal Employees, AFL-CIO, and it |
| affiliated Local 3 | 89 (Health Department) to provide for wages and certain other terms and |
| conditions of emp | oyment for personnel classifications certified by the Prince George's County |
| Public Employee | Relations Board. |
| BY adding: | |
| | SUBTITLE 16. PERSONNEL. |
| | Sections 16-233(f)(23), |
| | The Prince George's County Code |
| | (1995 Edition, 1998 Supplement). |
| SECTION 1 | BE IT ENACTED by the County Council of Prince George's County, |
| Maryland, that Se | tion 16-233(f)(23) of the Prince George's County Code be and the same is |
| hereby added: | |
| | SUBTITLE 16. PERSONNEL. |
| | DIVISION 19. COLLECTIVE BARGAINING. |
| Sec.16-233. Gen | ral. |
| (f) The following | wing collective hargaining agreements are hereby adopted and approved: |

1 (23) Declaration of Approval - Local 3389 American Federation of State, County and 2 Municipal Employees, AFL-CIO, (Health Department) 3 The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and Council 67, American 4 5 Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 3389 (Health Department), on October 7, 1999, hereby approves said agreement in accordance with 6 7 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, 1999. Adopted this 23rd day of November, 1999. COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND BY: M. H. Jim Estepp Chairman ATTEST: Joyce T. Sweeney Clerk of the Council APPROVED: DATE: BY: Wayne K. Curry County Executive

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<u>Underscoring</u> indicates language added to existing law. [Brackets] indicate language deleted from existing law.

KEY:

AGREEMENT

BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

COUNCIL 67, AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AND ITS AFFILIATED LOCAL 3389

(HEALTH DEPARTMENT)

JULY 1, 1999 THROUGH JUNE 30, 2001

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ARTICLE 1--PURPOSE

This Collective Bargaining Agreement ("Agreement") is entered into by Prince George's County, Maryland ("County" or "Employer") and Council 67 of the American Federation of State, County and Municipal Employees and its affiliated Local 3389 ("Union" or "AFSCME"), and has as its purpose the promotion of harmonious relations between the County and AFSCME; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder.

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

ARTICLE 2--RECOGNITION

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

The County shall give the Union copies of the same notice as given to or by employees of any change of status in bargaining unit positions, which are affected by the following:
a) Transfers/Promotions b) Hirings into unit positions c) Resignations/Retirements d) Layoffs and e) Re-allocations.

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

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.

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.

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.

The provisions of this Article shall be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance shall not be subject to arbitration, but shall be referred to the appropriate governmental agency having jurisdiction.

ARTICLE 5--COOPERATION

The parties agree that they shall cooperate individually and collectively, maintaining a high quality of performance, and that each shall use their influence and best effort to protect and foster the efficiency and effectiveness of the services rendered by them for the public interest, and that each shall cooperate in advancing the morale of employees covered by this Agreement.

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

The parties agree to participate in a Labor-Management Committee, which may meet as issues arise, but no more than once every month, unless agreed to by both parties. The Committee shall consist of no more than five members each from labor and management. The labor members may be selected from the Local Union members or Council 67 representatives. The parties may agree in the context of a specific meeting to have more than five representatives from each side.

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

ARTICLE 6--SHOP STEWARDS/UNION OFFICIALS

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

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

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 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.

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

Union Stewards shall be responsible, within their own units of employment, for representing the Union and members of the bargaining unit in meeting with Management and in resolution of grievances, as provided in the grievance procedure, and in other matters in which unit members shall be entitled to Union representation. Stewards shall also be responsible for posting official Union notices at their assigned locations.

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

The County recognizes and shall deal with one appropriate accredited Union Steward or alternate Steward, in each of the principal office locations for employees covered by this Agreement. However, the Union and the Department agree to reconsider the appropriate number of stewards in event of consolidation of these sites. Currently, the office locations are:

- 1. Belcrest,
- 2. Capitol Plaza Mall, Cheverly, and Prince George's Hospital Center,
- 3. Central Avenue,
- 4. Dyer,
- 5. Health Department Administration Building (HDAB),
- 6. Landover Professional Building,
- 7. Largo Government Center (LGC),
- 8. Laurel. O.W. Phair, and
- 9. Penn Silver.

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

investigations shall at all times be conducted so as not to interfere unreasonably or unnecessarily with the Employer's operations.

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

ARTICLE 7--UNION SECURITY

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.

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.

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

ARTICLE 8--UNION COMMUNICATIONS

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

Provided always that the distribution needs of the County be paramount, the Union shall be permitted to use the County's interoffice mail for distribution of official Union communications to employees covered by this Agreement; and further provided that the courier service shall not be responsible for mass distribution of individually addressed communications. The Union shall also be permitted reasonable use of the County telephone system.

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

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

ARTICLE 9--UNION BUSINESS LEAVE

The County shall grant, after request to and approved by the Department appointing authority, administrative leave for attendance at regularly scheduled Union conventions and/or conferences for employees officially designated as Union delegates during any one (1) fiscal year. Six (6) delegates of Local 3389 shall be approved for not more than six days administrative leave for attendance at such conventions and/or conferences, and such leave shall not be unreasonably withheld.

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 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.

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

Employees elected to any Union office or selected by the Union to do work which takes them from their employment must request the County's approval at least two weeks in advance of such unpaid leave, and the request shall stipulate the time of such leave of absence. In no case shall such Union business leave exceed one year. The leave may be extended for an additional one-year by consent of the County in the same manner as originally requested. Such approval shall not be unreasonably withheld.

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

The Employer agrees to deduct on a bi-weekly 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 disayow such unauthorized conduct.

ARTICLE 12--WAGES

A. Cost of Living Increases

Employees covered by this Agreement will receive a two and one-half percent (2.5%) increase to their base salary rate, retroactive to the first full pay period beginning on or after July 1, 1999. Employees covered by this Agreement will receive a two and one-half percent (2.5%) increase to their base salary rate effective the first full pay period beginning on or after July 1, 2000.

B. Merit Increases

Employees covered by this Agreement who are eligible to receive a merit increase in Fiscal Year 2000 and/or Fiscal Year 2001 will receive a merit increase of three and one-half percent (3.5%) to their base salary rate, on their anniversary date during Fiscal Year 2000 and/or Fiscal Year 2001.

C. Bonus Payments

Employees at Maximum rate as of June 30, 1999 will receive a one-time non-base bonus payment of two hundred dollars (\$200.00) effective the first full pay period after ratification of the Agreement.

Employees at Maximum rate as of June 30, 2000 will receive a one-time non-base bonus payment of two hundred dollars (\$200.00) effective the first full pay period beginning on or after July 1, 2000.

D. Anniversary Dates

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

E. Foreign Language Interpretation

Employees who meet the proficiency standards for foreign language interpretation established by the Health Department and who are assigned duties of foreign language

interpretation in addition to their normal job duties will receive two-hundred dollars (\$200.00) per fiscal year, which will be paid in June.

F. Job Classification

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

ARTICLE 13--HOURS OF WORK

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

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

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

ARTICLE 14--REST PERIOD

The Department shall establish a reasonable and fair departmental break period policy to be effective within the first thirty days after the execution of this Agreement. In no event shall any such break period policy interfere with or prevent the efficient conduct of County business.

ARTICLE 15--PREMIUM PAY

Employees shall be compensated for approved overtime worked as follows:

- 1) Employees Grade 17 and below shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for time they are required to work in excess of forty hours in a workweek. However, at the employee's option with the approval of the County, the employee may elect compensatory leave at the time and one-half rate in lieu of cash payout for overtime.
- 2) Employees Grade 18 and above shall be compensated at the rate of one and one-half times (1.5) compensatory leave for overtime work they are required to perform in excess of forty (40) hours worked in a workweek.
- 3) All leave with pay to include holidays shall be considered time worked in the computation of overtime.

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.

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.

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.

Effective the first full pay period beginning after this Agreement is ratified by the membership, a differential of one dollar and five cents (\$1.05) 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 (7:00a.m.).

Effective the first full pay period beginning on or after July 1, 2000, differential pay will increase to one dollar and ten cents (\$1.10) per hour.

ARTICLE 16--EMERGENCY RESPONSE PAY

This provision shall be applicable to positions within the Environmental Sanitarian I, Environmental Sanitarian II, Environmental Sanitarian III, Disease Control Specialist II and Disease Control Specialist III.

- 1. Weeknight Coverage (Monday through Friday, 4:00 p.m. to 8:00 a.m.)
- a. Staff personnel designated to remain on-call for emergencies will receive two (2) hours compensatory time for each day they provide weeknight coverage.
- b. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.
- c. Work time spent at an emergency site, including travel time to and from the emergency site, will be compensated at the employee's straight-time rate or by straight compensatory time, at the employee's election.
- 2. <u>Weekend and Holiday Coverage</u> (8:00 a.m. Saturday to 8:00 a.m. Monday or 8:00 a.m. on a holiday to 8:00 a.m. the following day)

- a. Staff personnel designated to remain on-call for emergencies on a weekend day will receive twenty-five dollars (\$25.00), forty-dollars (\$40.00) for each holiday, or six (6) hours compensatory time per day at the employee's election.
- b. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.
- c. Work time spent at an emergency site, including travel time to and from the emergency site, will be paid at the employee's straight-time rate or by straight compensatory time, at the employee's election.

ARTICLE 17--TEMPORARY ASSIGNMENTS

Employees who are required to perform duties of a higher job classification shall be compensated after seven (7) working days retroactive to the first day at the rate of ten percent (10%) above the employees current base salary rate or at the minimum the rate of that higher classification, whichever is greater. No employee shall be required to perform such work for more than one-hundred and twenty days in any one calendar year.

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

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

ARTICLE 18--SAFETY AND HEALTH

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.

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

ARTICLE 19--FILLING OF VACANCIES

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

ARTICLE 20--PROBATION

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

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

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 calendar days an employee's probationary period. The Union and the affected employee shall receive a copy of the notice extending the employee's probationary period.

ARTICLE 21--SENIORITY

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

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 calendar days after being recalled from layoff by certified or registered mail addressed to the employee's last known address shown on the employee's personnel record.
- 5. Absence of three consecutive workdays without reporting to the County unless the employee can establish justification of such failure to report.
 - 6. Disability termination.

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

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

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

ARTICLE 22--LAYOFFS AND RECALL

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

ARTICLE 23--PERSONNEL FILES

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

At the employee's written request (which request shall not be made part of the personnel file), memorandums of counseling and records of discipline up to and including a three 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.

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

ARTICLE 24--SUBCONTRACTING

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

ARTICLE 25--ANNUAL LEAVE

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

| a. | During the first three (3) years of service | 13 days |
|----|---|---------|
| | | |

| b. | After three (3) years but less than fifteen | 20 days |
|----|---|---------|
| | (15) years of service | |

c. After fifteen (15) years of service and above 26 days

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.

Employees shall accumulate annual leave while serving their probationary period, but shall not be granted annual leave during the first ninety days of service with the Employer. The employee shall earn a leave credit at the appropriate rate as indicated in paragraph 1 above which may be granted after the employee's ninetieth calendar day of service. Any absence during the

first ninety days of service, except due to illness (chargeable to sick leave) or for administrative reasons, shall be charged as leave without pay.

Annual leave shall be requested as far in advance as possible and approved no less than one working day in advance of use; provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for the leave. Upon request, annual leave shall be granted based upon the Employer's operational needs.

An employee who has completed the first ninety 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.

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

Vacation leave may be taken in increments of one-half hour or more.

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

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 working days of the end of that employee's approved vacation leave; and
- 2. The request is accompanied by a doctor's certificate specifying the nature and duration of the employee's illness, injury and/or hospitalization.

ARTICLE 26--SICK LEAVE

Full-time employees shall accrue four and one-half hours of sick leave per pay period. Parttime employees who work twenty 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 hours per week shall not be entitled to sick leave.

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

Sick leave shall be allowed in case of actual sickness or disability of the employee which incapacitates the employee so that the employee is unable to perform the regular duties of employment; or of actual sickness or disability of the employee's spouse, dependent children or elders; or because of necessary employee appointments with health care providers. 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.

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.

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.

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 30.

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.

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

ARTICLE 27--SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

- A. The annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, with the proper notice of separation as determined by the employee's appointing authority, be liquidated in the following manner:
- 1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);
- 2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick and annual leave balances for credit on behalf of the employee;
- 3. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, the employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following limitation:

- a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in Fiscal Year 1995, or 360 hours, whichever is greater.
- 4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of Fiscal Year 1995, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of June 30, 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.
- 5. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.
- 6. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 shall forfeit any sick leave hours accumulated at the time of the employee's separation.
- 7. Upon retirement, an employee shall be entitled to receive credit on an actuarial equivalent basis for unused sick leave for which an authorized cash payment has not been elected as creditable service in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, and the terms of any applicable County sponsored pension plan.

ARTICLE 28--PERSONAL LEAVE

Twenty-four (24) paid personal leave hours per wage reporting year, including four 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 hour or more per approved request. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

ARTICLE 29-- MILITARY LEAVE

Military leave will be administered pursuant to the Personnel Law.

ARTICLE 30--BEREAVEMENT LEAVE

In the event of the death of an employee's primary care giver, 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. Upon the death of the employee's primary care giver, spouse or child, the first two (2) days will be charged to administrative leave and the rest to the employee's accumulated leave.

ARTICLE 31--JURY DUTY

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

ARTICLE 32--LEAVE OF ABSENCE

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

Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the County, in its discretion, approves the leave of absence, authorization for a leave of absence shall be furnished to the employee by the Employer in writing. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

ARTICLE 33--FAMILY AND MEDICAL LEAVE

Employees covered by this Agreement shall be entitled to family and medical leave in accordance with the Personnel Law. (See Personnel Law Section 16-225.02)

ARTICLE 34--BLOOD DONATION LEAVE

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

ARTICLE 35--CIVIC DUTY LEAVE

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

ARTICLE 36--VOTING TIME

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

ARTICLE 37--HOLIDAYS

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 years).

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

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 hours during the full pay period immediately preceding the pay period within which the holiday is observed. Any full-time or part-time employee on approved, paid leave on the day a holiday occurs shall be considered on holiday leave for that day and shall be paid at the regular hourly rate of pay. To be eligible to receive holiday leave pay an employee must be in a pay status the last regular work day before and the first regular work day after the day of holiday observance.

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

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

ARTICLE 38--HEALTH AND WELFARE

A. The Employer shall contribute seventy-five percent (75%) to the cost of the County's point of service or indemnity health insurance plans for any employee who elects to participate in either of these plans. Participating employee shall contribute the remaining twenty-five (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%) to the cost of HMO coverage and participating employee's contribution shall equal to the remaining twenty percent (20%).
- C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.
- D. The Employer shall contribute ninety percent (90%) to the County's prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.
- E. Two dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the plans.
- F. Employees may choose to enroll in a long-term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.
- G. Employees may contribute up to \$5,000 in a dependent flexible spending account and up to \$3,000 in a medical spending account. The minimum that may be contributed to either account is \$10 per pay period for the 2000 Plan Year.
- H. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of \$750,00 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 times their annual salary and receive credit.

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

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

The Employer agrees to provide, through its payroll department, a computer key for the payroll deduction of Union insurance programs, for the benefit of those employees who wish to

participate in such program, and who authorize in writing the deduction of premiums for such a program from their pay.

ARTICLE 39--SUPPLEMENTAL RETIREMENT BENEFIT

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

ARTICLE 40--DISCIPLINE AND DISCHARGE

Section 1. Discipline

- (a) Employees shall be disciplined only for just cause.
- (b) If the Employer has reason to reprimand an employee it shall be done in a manner that shall not embarrass the employee before other employees or the public.
- (c) Any disciplinary action may be processed through the grievance procedure specified in this Agreement.
- (d) The parties agree to follow a progressive disciplinary policy utilizing the disciplinary methods permitted by the Personnel Law; provided, however, that the parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.
- (e) The Local President and appropriate Steward shall receive copies of all written disciplinary actions and intended action.
- (f) Employees shall be entitled to Union representation at any meeting that may lead to disciplinary action, if so requested by said employee.

Section 2. Discharge and Suspension

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

ARTICLE 41--GRIEVANCE PROCEDURE

A 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:

- 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 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 calendar days after occurrence of the events giving rise to the dispute, the dispute may be reduced to writing and proceed to Step 2.
- Step 2. If the grievance is not resolved under Step 1, and the Union elects to pursue the matter beyond Step 1, the Shop Steward and/or Local Union President will meet with the employee's Department appointing authority or the Department appointing authority's designee, for the purpose of attempting to resolve the grievance within seven 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.
- Step 3. If a grievance over any loss of pay, a discharge or a promotion is not resolved under Step 2, and the Union, through its Council 67 representative, elects to pursue the matter beyond Step 2, a written appeal signed by the aggrieved employee and the Council 67 representative may be filed with the Director, Office of Personnel and Labor Relations, within seven (7) days after receipt of the answer at Step 2. Within seven (7) 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.

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 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 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.

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

(b) 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.

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

ARTICLE 42--ENTIRE UNDERSTANDING

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

ARTICLE 43--SAVINGS CLAUSE

In the event any Article, Section or portion of the Agreement shall be held invalid and unenforceable by any court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision; and, upon issuance of such a decision, the County and the Union may agree to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 44--DURATION AND REOPENER

The Agreement shall become effective on July 1, 1999, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2001. This Agreement shall be automatically renewed from year to year after June 30, 2001, unless either party shall notify the other in writing no later than October 1, 2000, (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 | , 1999 in Upper Marlboro, |
|---|---|
| Prince George's County, Maryland | |
| AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES | PRINCE GEORGE'S COUNTY, MARYLAND |
| Archer M. Blackwell Senior Staff Representative, Council 67 | Howard W. Stone, Jr. Chief Administrative Officer |
| Joyce A. Washington President, Local 3389 | |
| Tammy M. Ramos Local 3389 | |

APPENDIX 1

Job Classifications in Bargaining Unit Represented by Local 3389

Account Clerk I, II, III and IV

Accountant I, II and III

Administrative Aide I, II, III and IV

Administrative Assistant I, II and III

Budget Aide I and II

Budget/Management Analyst I, II and III

Building Engineer I and II

Buyer I, II and III

Citizens Services Specialist I, II and III

Clerk Typist I and II

Community Developer I and II

Community Development Aide I, II and III

Community Development Assistant I, II and III

Community Health Nurse I and II

Counselor I and II

Data Entry Operator I and II

Dental Hygienist I and II

Disease Control Specialist I, II and III

Environmental Sanitarian I, II and III

Equipment Operator I

General Clerk I, II, III and IV

Health Aide I and II

Laboratory Assistant I and II

Licensed Practical Nurse I, II and III

Mail Services Operator I and II

Maintenance Services Attendant I and II

Nutritionist I and II

Permits Specialist I and II

Personnel Aide I and II

Physicians Assistant I and II

Printing/Reproduction Supervisor

Programmer/Systems Analyst I, II and III

Psychologist I and II

Public Safety Aide I and II

Radiology Technician I and II

Social Worker I, II and III

Supply Technician

Supply/Property Clerk I, II, III and IV

Systems Analyst I and II

SCHEDULE OF PAY GRADES (J01 - J27) AFSCME LOCAL 3389 (HEALTH DEPARTMENT) PRINCE GEORGE'S COUNTY, MARYLAND EFFECTIVE JULY 4, 1999

| GRADE | | MINIMUM | <u>MAXIMUM</u> |
|--------------|------------------|------------------|--------------------|
| J01 | HOURLY BIWKLY | 5.1500 412.00 | 9.4583 756.66 |
| | ANNUAL | 10,712 | 19,673 |
| J02 | HOURLY BIWKLY | 6.2469 499.75 | 9.9313 794.50 |
| | ANNUAL | 12,994 | 20,657 |
| J03 | HOURLY | 6.5591 | 10.4279 |
| | BIWKLY ANNUAL | 524.73 13,643 | 834.23 21,690 |
| J04 | HOURLY | 6.8871 | 10.9492 |
| | BIWKLY ANNUAL | 550.97 14,325 | 875.94 22,774 |
| J05 | HOURLY | 7.2314 | 11.4965 |
| | BIWKLY ANNUAL | 578.51 15,041 | 919.72 23,913 |
| J06 | HOURLY | 7.5932 | 12.0714 |
| | BIWKLY ANNUAL | 607.46 15,794 | 965.71 25,109 |
| J07 | HOURLY | 7.9727 | 12.6753 |
| | BIWKLY ANNUAL | 637.82 16,583 | 1,014.02 26,365 |
| J08 | HOURLY | 8.3714 | 13.3088 |
| | BIWKLY ANNUAL | 669.71 17,413 | 1,064.70 27,682 |
| J09 | HOURLY | 8.7899 | 13.9742 |
| | BIWKLY ANNUAL | 703.19 18,283 | 1,117.94 29,066 |
| J10 | HOURLY | 9.2294 | 14.6729 |
| | BIWKLY ANNUAL | 738.35 19,197 | 1,173.83 30,520 |
| J11 | HOURLY | 9.6908 | 15.4067 |
| | BIWKLY ANNUAL | 775.26 20,157 | 1,232.54 32,046 |
| | | | |

| GRADE | | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--------------|--------|----------------|----------------|
| J12 | HOURLY | 10.1754 | 16.1771 |
| | BIWKLY | 814.03 | 1,294.17 |
| | ANNUAL | 21,165 | 33,648 |
| J13 | HOURLY | 10.684 | 16.9859 |
| | BIWKLY | 854.72 | 1,358.87 |
| | ANNUAL | 22,223 | 35,331 |
| J14 | HOURLY | 11.2182 | 17.8352 |
| | BIWKLY | 897.46 | 1,426.82 |
| | ANNUAL | 23,334 | 37,097 |
| J15 | HOURLY | 11.7792 | 18.7270 |
| | BIWKLY | 942.34 | 1,498.16 |
| | ANNUAL | 24,501 | 38,952 |
| J16 | HOURLY | 12.3683 | 19.6633 |
| | BIWKLY | 989.46 | 1,573.06 |
| | ANNUAL | 25,726 | 40,900 |
| J17 | HOURLY | 12.9865 | 20.6464 |
| | BIWKLY | 1,038.92 | 1,651.71 |
| | ANNUAL | 27,012 | 42,945 |
| J18 | HOURLY | 13.636 | 21.6789 |
| | BIWKLY | 1,090.88 | 1,734.31 |
| | ANNUAL | 28,363 | 45,092 |
| J19 | HOURLY | 14.3179 | 22.7628 |
| | BIWKLY | 1,145.43 | 1,821.02 |
| | ANNUAL | 29,781 | 47,347 |
| J20 | HOURLY | 15.0336 | 23.9007 |
| | BIWKLY | 1,202.69 | 1,912.06 |
| | ANNUAL | 31,270 | 49,713 |
| J21 | HOURLY | 15.7852 | 25.0958 |
| | BIWKLY | 1,262.82 | 2,007.66 |
| | ANNUAL | 32,833 | 52,199 |
| J22 | HOURLY | 16.5746 | 26.3506 |
| | BIWKLY | 1,325.97 | 2,108.05 |
| | ANNUAL | 34,475 | 54,809 |
| J23 | HOURLY | 17.4033 | 27.6680 |
| | BIWKLY | 1,392.26 | 2,213.44 |
| | ANNUAL | 36,199 | 57,549 |
| J24 | HOURLY | 18.2734 | 29.0516 |
| | BIWKLY | 1,461.87 | 2,324.13 |
| | ANNUAL | 38,009 | 60,427 |

| GRADE | | MINIMUM | MAXIMUM |
|--------------|--------|----------------|----------------|
| J25 | HOURLY | 19.1873 | 30.5043 |
| | BIWKLY | 1,534.98 | 2,440.34 |
| | ANNUAL | 39.910 | 63,449 |
| J26 | HOURLY | 20.1466 | 32.0294 |
| | BIWKLY | 1,611.73 | 2,562.35 |
| | ANNUAL | 41,905 | 66,621 |
| J27 | HOURLY | 21.1540 | 33.6309 |
| | BIWKLY | 1,692.32 | 2,690.47 |
| | ANNUAL | 44,000 | 69,952 |

The hourly rates are the same as the July 3, 1999 rates on the General Schedule multiplied by 102.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (J01 - J27) AFSCME LOCAL 3389 (HEALTH DEPARTMENT) PRINCE GEORGE'S COUNTY, MARYLAND EFFECTIVE JULY 2, 2000

| GRADE | | MINIMUM | <u>MAXIMUM</u> |
|--------------|--------|----------------|----------------|
| J01 | HOURLY | 5.2788 | 9.6948 |
| | BIWKLY | 422.30 | 775.58 |
| | ANNUAL | 10,980 | 20,165 |
| J02 | HOURLY | 6.4031 | 10.1796 |
| | BIWKLY | 512.25 | 814.37 |
| | ANNUAL | 13,318 | 21,174 |
| J03 | HOURLY | 6.7231 | 10.6886 |
| | BIWKLY | 537.85 | 855.09 |
| | ANNUAL | 13,984 | 22,232 |
| J04 | HOURLY | 7.05923 | 11.2229 |
| | BIWKLY | 564.74 | 897.83 |
| | ANNUAL | 14,683 | 23,344 |
| J05 | HOURLY | 7.4122 | 11.7839 |
| | BIWKLY | 592.97 | 942.71 |
| | ANNUAL | 15,417 | 24,511 |
| J06 | HOURLY | 7.7830 | 12.3732 |
| | BIWKLY | 622.64 | 989.85 |
| | ANNUAL | 16,189 | 25,736 |
| J07 | HOURLY | 8.1720 | 12.9922 |
| | BIWKLY | 653.76 | 1039.37 |
| | ANNUAL | 16,998 | 27,024 |
| J08 | HOURLY | 8.5807 | 13.6415 |
| | BIWKLY | 686.45 | 1091.32 |
| | ANNUAL | 17,848 | 28,374 |
| J09 | HOURLY | 9.0096 | 14.3236 |
| | BIWKLY | 720.77 | 1145.88 |
| | ANNUAL | 18,740 | 29,793 |
| J10 | HOURLY | 9.4601 | 15.0397 |
| | BIWKLY | 756.81 | 1203.18 |
| | ANNUAL | 19,677 | 31,283 |
| J11 | HOURLY | 9.9331 | 15.7919 |
| | BIWKLY | 794.65 | 1263.35 |
| | ANNUAL | 20,661 | 32,847 |

| GRADE | | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--------------|--------|----------------|----------------|
| J12 | HOURLY | 10.4298 | 16.5815 |
| | BIWKLY | 834.38 | 1326.52 |
| | ANNUAL | 21,694 | 34,490 |
| J13 | HOURLY | 10.9511 | 17.4105 |
| | BIWKLY | 876.09 | 1392.84 |
| | ANNUAL | 22,778 | 36,214 |
| J14 | HOURLY | 11.4987 | 18.2811 |
| | BIWKLY | 919.89 | 1462.49 |
| | ANNUAL | 23,917 | 38,025 |
| J15 | HOURLY | 12.0737 | 19.1952 |
| | BIWKLY | 965.89 | 1535.61 |
| | ANNUAL | 25,113 | 39,926 |
| J16 | HOURLY | 12.6775 | 20.1549 |
| | BIWKLY | 1014.20 | 1612.39 |
| | ANNUAL | 26,369 | 41,922 |
| J17 | HOURLY | 13.3112 | 21.1626 |
| | BIWKLY | 1064.89 | 1693.00 |
| | ANNUAL | 27,687 | 44,018 |
| J18 | HOURLY | 13.9769 | 22.2209 |
| | BIWKLY | 1118.15 | 1777.67 |
| | ANNUAL | 29,072 | 46,219 |
| J19 | HOURLY | 14.6758 | 23.3319 |
| | BIWKLY | 1174.07 | 1866.55 |
| | ANNUAL | 30,526 | 48,530 |
| J20 | HOURLY | 15.4094 | 24.4982 |
| | BIWKLY | 1232.76 | 1959.86 |
| | ANNUAL | 32,052 | 50,956 |
| J21 | HOURLY | 16.1798 | 25.7232 |
| | BIWKLY | 1294.39 | 2057.86 |
| | ANNUAL | 33,654 | 53,504 |
| J22 | HOURLY | 16.9890 | 27.0094 |
| | BIWKLY | 1359.12 | 2160.75 |
| | ANNUAL | 35,337 | 56,179 |
| J23 | HOURLY | 17.8384 | 28.3597 |
| | BIWKLY | 1427.07 | 2268.78 |
| | ANNUAL | 37,104 | 58,988 |
| J24 | HOURLY | 18.7302 | 29.7779 |
| | BIWKLY | 1498.42 | 2382.23 |
| | ANNUAL | 38,959 | 61,938 |

| GRADE | | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--------------|------------------|-------------------|-------------------|
| J25 | HOURLY | 19.6670 | 31.2669 |
| | BIWKLY ANNUAL | 1573.36 40,907 | 2501.35 65,035 |
| J26 | HOURLY | 20.6503 | 32.8301 |
| | BIWKLY ANNUAL | 1652.02 42,953 | 2626.41 68,287 |
| J27 | HOURLY | 21.6829 | 34.4717 |
| J27 | BIWKLY | 1734.63 | 2757.73 |
| | ANNUAL | 45,100 | 71,701 |

The hourly rates are the same as the July 4, 1999 rates multiplied by 102.5%. 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.