

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1997 Legislative Session

Bill No. CB-87-1997

Chapter No. 61

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

Introduced by Council Members Del Giudice and Wilson

Co-Sponsors

Date of Introduction September 16, 1997

BILL

AN ACT concerning

Collective Bargaining Agreement - Council 67,

American Federation of State, County and Municipal Employees

AFL-CIO, and its affiliated Local 2735

For the purpose of amending the labor agreement by and between Prince George's County and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local 2735 to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(7),

The Prince George's County Code

(1995 Edition, 1996 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(7) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

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

* * * * *

(7) Declaration of Approval - Local 2735, American Federation of State, County and Municipal Employees, AFL-CIO.

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 2735, [on April 6, 1994, and the amendment thereto dated June 20, 1994] July 17, 1997, hereby approves said agreement [and the amendment thereto] 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, 1995.

Adopted this 7th day of October, 1997.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:
Dorothy F. Bailey
Chair

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____

BY:
Wayne K. Curry

County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

AGREEMENT

BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

COUNCIL 67, AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AND ITS AFFILIATED LOCAL 2735

July 1, 1995 - June 30, 1997

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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 2735 ("Union" or "AFSCME"), and has as its purposes 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 Employee Relations Board in Cases No. 73-PG-R-10; 73-PG-R-13; 73-PG-R-14; 73-PG-R-15; 74-PG-R-17; 75-PG-R-22; 78-PG-R-32; 16-39-00181-88S; and, 16-39-00251-88S for the purpose of negotiating matters of wages, hours and other terms and conditions of employment. The specific job classifications included by these certifications are listed at Appendix 1 (pages 32-33).

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

The County will 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) Transfer/Promotion b) Hiring into unit positions c) Resignation/Retirement and (d) Layoff.

ARTICLE 3 -- MANAGEMENT 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 -- 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, political affiliation or exercise of employee rights under the Labor Code. 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 will not discriminate against any employee in regard to membership, nonmembership, 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 will cooperate in advancing the morale of employees covered by this Agreement.

The parties agree to participate in a Labor-Management Committee, which may meet as issues arise, but no more than once a month, unless agreed to by both parties. The Committee will 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. The parties may agree in the context of a specific meeting to have more than three representatives from each side. When agenda items affect a specific group of employees covered by this Agreement (e.g., landfill employees), a group representative may, at the Union's request, also be permitted to attend the meeting.

ARTICLE 6 -- SHOP STEWARDS/UNION OFFICIALS

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

"Union Representatives" 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.

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.

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

Union Stewards shall be responsible in the units where they are employed, for representing the Union and members of the bargaining unit in meeting 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. Stewards shall also be responsible for posting official Union notices at their assigned locations.

The County recognizes and shall deal with the appropriate accredited Union Steward or alternate Steward, in the following locations:

Local 2735

a) Department of Environmental Resources

1. Permits and Review Division (1)
2. Inspection and Code Compliance Section (1)
3. Community Standards Division (1)
4. Animal Management Division (1)
5. Brown Station Road Sanitary Landfill (1)

b) Department of Family Services

Aging Services Division (1)

c) Department of Housing and Community Development

1. Inglewood III (2)
2. Field Offices (1)

d) Department of Public Works and Transportation

1. D'Arcy Road (1)

Union stewards or a 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 and reasonable time off to attend grievance meetings where appropriate. The parties agree that time spent by 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 Union presidents will provide as much advance notice as possible of the need for time off to investigate grievances or to attend a Step 1 or 2 meeting.

One (1) County Administration Building parking permit and one (1) County Service Building parking permit will be provided for the Local Union President, Chief Steward 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 bi-weekly 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 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 will be permitted to use the County's courier service for distribution of official Union communications to employees covered by this Agreement; and further provided that the courier service will not be responsible for mass distribution of individually addressed communications. The Union will also be permitted reasonable use of the County telephone system.

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.

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

ARTICLE 9 -- UNION BUSINESS LEAVE

AFSCME Locals 2462, 2735 and 3279 and Council 67 shall appoint one (1) bargaining unit member from all of the units represented by AFSCME Locals 2462, 2735 and 3279 to serve as the Chief Steward for all the employees in those units. 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 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 all the Local Unions, and shall conduct activities to avoid overlapping or duplicating services of any other union representatives. These activities shall be conducted without disrupting the work of any County employees who are not directly involved.

The County shall grant, after request to and approval of 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) calendar year. Local delegates of Local 2735 (6) 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.

Additionally, employees who are duly elected Local Union stewards, Local Union officers (President, Vice-President, Secretary and Treasurer), Local Union Board Members (up to 3 such members per Local) and Council 67 Executive Board Members shall be approved for not more than two (2) days administrative leave per calendar year to attend official Union sponsored

training classes.

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 will provide the Office of 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 employees for whom it is requesting administrative leave, noting their department(s), Union Local(s), and the capacity in which they will be attending the event. The Office of Labor Relations will forward the request to the affected department head(s) 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 (2) weeks in advance of such unpaid leave, and the request shall stipulate the time of such leave of absence. In no case shall such Union business leave exceed one (1) year. The leave may be extended for an additional one (1) year by consent of the County in the same manner as originally requested. Such approval shall not be unreasonably withheld.

ARTICLE 10 -- PEOPLE DEDUCTION

The Employer agrees to deduct on a bi-weekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's P.E.O.P.L.E. fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this paragraph.

ARTICLE 11 -- NO STRIKE OR LOCKOUT

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

ARTICLE 12 -- WAGES

No employee covered by this Agreement will receive cost of living adjustments during the period from July 1, 1995 through June 30, 1997.

Employees covered by this Agreement who would otherwise be entitled to receive a merit step (anniversary) increase during the period from July 1, 1995 through June 30, 1997 will not receive one.

Most Favored Nation Clause

If during Fiscal Year 1997, any County employee covered by a collective bargaining

agreement receives (a) a merit increase or (b) a COLA or other similar increase in his/her base hourly rate of pay, then such merit increase or COLA increase shall apply on the same date(s) to all employees covered by this Agreement.

The Union agrees to participate in a Joint Committee within twenty (20) days of the ratification of this contract. The purpose of the Committee is to study and resolve the treatment of equity regarding suspended merits. It is understood and agreed that by this establishment of this Committee, the parties do not waive any rights to negotiate over these issues including credit for time in service for FY96 and FY97.

Effective the first full pay period beginning on or after July 1, 1989, upon receiving a satisfactory performance evaluation, an employee will advance from the MIN step to the MID step after two (2) years at MIN and from the MID step to the MAX step, and the MAX step to the SEN step, after three (3) years at MID and MAX, respectively.

An employee will advance to the SEN+ level after four (4) years at the SEN level and upon receiving a satisfactory performance evaluation.

Employees covered by this Agreement who are promoted by one (1) or two (2) grades on the A-Scale will receive a salary upon promotion at the corresponding step of the promotional grade (e.g., from A-13 MID to A-14 MID or A-15 MID). Employees who are promoted more than two (2) grades on the A-Scale will be placed at the minimum step of the promotional grade necessary to guarantee at least a ten percent (10%) salary increase.

Employees covered by this Agreement who will be absent on their next regularly scheduled pay date due to vacation will be able to receive an advance against that next estimated net pay to which he or she is entitled, provided that a written request is made by the employee through his/her department at least five (5) working days prior to the date on which the employee wishes to receive that advance check from the Office of Finance.

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

Construction Standards Inspectors will receive a five percent (5%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed the Building Officials and Code Administrators (BOCA) examinations listed immediately below:

1. One and two family dwelling building examination;
2. One and two family dwelling electrical examination;
3. One and two family dwelling mechanical examination;
4. One and two family dwelling plumbing examination;

5. Building general examination;

6. Fire protection general examination.

Construction Standards Inspectors who perform commercial electrical inspections will receive a five percent (5%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed both the BOCA One and Two Family Dwelling Electrical Examination and the BOCA Electrical General Examination.

Construction Standards Inspectors can receive only one (1) of the five percent (5%) increases provided for in the two paragraphs immediately above.

Construction Standards Inspectors in the Department of Public Works and Transportation will receive a five percent (5%) increase in their base hourly rates of pay provided that they substantiate to the Employer that they have passed a County recognized inspection certification program related to the Department of Public Works and Transportation inspection functions.

Survey Technicians in the Department of Public Works and Transportation will receive a five percent (5%) increase in their base hourly rates of pay provided that they substantiate to the Employer that they have passed a County recognized certification program related to the Department of Public Works and Transportation surveying functions.

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

ARTICLE 13 -- HOURS OF WORK

Except for employees working in special operations, the regular work day shall consist of a shift of eight (8) consecutive hours, excluding an unpaid meal period, within a twenty-four (24) hour period, and the normal workweek shall consist of five (5) consecutive days Monday through Friday.

Employees engaged in special operations are defined as employees engaged in an operation for which there is regularly scheduled employment in excess of five (5) work days in any seven (7) day period, or in excess of eight (8) hours in a workday, provided that any such employee will be compensated for hours worked in excess of forty (40) hours in a workweek pursuant to Article 15 (Premium Pay). Where management converts a normal operation to a special operation, management will provide the Union and the affected employees with reasonable notice of their schedule change. The Union may place issues arising as a result of the conversion of an operation

to a special operation on the agenda of the Labor-Management Committee for discussion, but such issues are not subject to the grievance and arbitration provisions of this Agreement.

Employees covered by this Agreement and regularly assigned to night or shift work shall be paid ninety-five cents (\$.95) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m. Notwithstanding the foregoing, the shift differential provided for herein will be paid to Animal Control Officers who work the evening shift for the hours they work after 3:00 p.m. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. Employees eligible for shift differential pay shall receive that pay for all paid status hours, to include approved paid leave hours and holidays.

The parties may confer on a Department by Department basis regarding flextime or alternative work schedules, and make recommendations on such matters to the Director, who may accept the recommendations, reject the recommendations, or accept them on a modified basis.

Snow and Ice Removal

1. The Director, at his/her sole discretion, may designate a snow and ice control operation as a special operation.
2. Where the Director has designated a snow and ice operation as a special operation, he/she may, at his/her discretion, schedule employees to work snow and ice removal operations in a manner which he/she believes is necessary for safe and efficient operations.
3. On days when the Director has designated snow and ice control as a special operation, employees who report to work at all times so required will be paid for all hours actually worked during what would be the employee's normal hours of work at the rate of pay normally applicable to those hours of work and for all hours of work actually worked outside of what would be the employee's normal hours of work at the appropriate overtime rate.
4. Where, pursuant to paragraph 2, above, employees who report at their normal starting time (e.g., 7:30 a.m.) on the first (1st) day of a snow and ice removal special operation are relieved of duty prior to completion of their regularly scheduled shift, the employees will be paid either administrative leave or compensatory leave at the straight-time rate on an hour for hour basis for the balance of their regularly scheduled shift hours not actually worked. On subsequent days, employees who work fewer than a total of eight (8) hours during the day (whether straight-time or overtime) will be paid the difference between the number of hours worked and eight (8) hours in administrative leave or compensatory leave at the straight-time rate. In all cases, however, the employee will receive a minimum of eight (8) hours (overtime and straight-time combined) of pay per day. The decision as to whether to pay compensatory or administrative leave is solely the Director's, provided, however, that any compensatory leave so earned will not be forfeited.

5. An employee who has an unexcused absence from work (i.e., AWOL) during any workweek in which these Snow and Ice Removal provisions are involved will forfeit the benefits of these provisions and will be paid only for hours actually worked on snow and ice removal that week in accordance with the other terms of this Agreement.
6. Notwithstanding Article 39 (Holidays), when a holiday is observed on a day that a special operation is designated for snow and ice removal, any employee covered by this Agreement who works on that day will be paid at the rate of two and one-half (2 1/2) times their regular rate for all hours worked when the special operation is in effect on the holiday.

ARTICLE 14 -- REST PERIOD

All department heads shall establish a reasonable and fair departmental break period policy to be effective within the first thirty (30) days after the execution of this Agreement. In no event shall any such break period policies interfere with or prevent the efficient conduct of County business.

ARTICLE 15 -- PREMIUM PAY

Employees shall be compensated for overtime worked as follows:

- (i) Employees will be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for time they are required to work in excess of forty (40) hours in a workweek.
- (ii) All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime work they are required to work on their seventh (7th) consecutive day of work.
- (iii) All employees will be compensated at the rate of two (2) times their regular rate of pay for overtime work they are required to work on Sundays.
- (iv) All leave with pay shall be considered time worked in the computation of overtime.

To the extent permitted by applicable law, this provision applies to Animal Control Officers on standby/call-in only insofar as it is consistent with the provisions of Article 16, and shall not apply to employees in the Emergency Service Plan in the Housing Authority, who shall be paid pursuant to the current Department agreement covering that work.

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

At the option of the employee and with the approval of the County, employees covered by this Agreement may elect to receive compensatory leave at the rate of one and one-half (1 1/2)

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

Employees who without an intervening break work three (3) hours or more beyond their regular work shift of eight (8) hours shall receive a paid one-half (1/2) hour meal period. For every four (4) consecutive hours of work thereafter, employees shall receive an additional one-half (1/2) hour paid meal period. Employees who work three (3) or more hours overtime consecutive to the end of their shift may receive a meal allowance of up to ten dollars (\$10.00) by providing the Department with a receipt for the meal.

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

Overtime can be worked only when the needs of the workload demand it and the type of work to be performed must dictate the selection of employees. The selections 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 should be considered in deciding which group or groups should reasonably be called upon to do particular work. Such selections should be made and overtime should be allotted amongst the employees in as fair and equitable a manner as circumstances and the job requirements will permit within the appropriate class.

ARTICLE 16 -- CALL-IN, STANDBY AND DIFFERENTIAL PAY

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

If the Employer directs an Animal Control Officer to standby, the officer will be paid a total of two (2) hours of standby pay at the straight-time rate of pay for all hours on standby. The standby period shall be 10:00 p.m. through 7:00 a.m. the following morning. To the extent permitted by applicable law, if an officer is called out, time worked on standby up to a maximum of two (2) hours shall be set-off against the two (2) hours of standby. Time worked on call-out in excess of two (2) hours will be paid at the applicable rate.

Effective the first full pay period beginning on or after July 1, 1993, Refuse Collection Inspectors covered by this Agreement will be paid a differential of ninety cents (\$.90) per hour when they are actually inspecting trash at the Landfill. Effective the first full pay period beginning on or after July 1, 1994, the differential will be increased to ninety-five cents (\$.95) per hour. This differential will also be paid, on the same basis, to all employees who normally receive it but who are temporarily assigned to emergency snow and ice removal, and it will also be paid to all other employees covered by this Agreement for hours actually worked on emergency snow and ice removal. To the extent permitted by applicable law, the differential shall

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

ARTICLE 17 -- WORK CLOTHING AND TOOLS

Those Animal Control Officers who are provided uniforms will be paid a uniform maintenance allowance of three hundred seventy-five dollars (\$375.00) during FY97 for the upkeep of their uniforms. This allowance will be paid during the first full pay period beginning on or after July 1 of each year of this Agreement.

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

All permanent employees covered by this Agreement who are required by the County to wear safety shoes shall be entitled to a safety shoe allowance of one hundred dollars (\$100.00) during the second year of the two (2) year period covered by this Agreement toward the purchase of approved safety shoes.

Construction and Property Standards Inspectors will receive an expense allowance of one hundred fifty dollars (\$150.00) per year for actual expenses reasonably and necessarily incurred in the performance of their job duties. The allowance will be paid in two (2) equal installments in July and January of each fiscal year.

Beginning in FY95, in accordance with Departmental policy, employees will have made available to them rain gear necessary in the performance of their duties.

ARTICLE 18 -- TEMPORARY ASSIGNMENTS

Employees who are required to perform duties of a higher job classification after ten (10) consecutive work days shall be compensated retroactively at the rate of that higher classification. No employee shall be required to perform such work for more than one hundred twenty (120) days in any one (1) 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 19 -- 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 Safety Committee.

The County will provide employees covered by this Agreement with any protective clothing it is required to make available pursuant to Federal or State Law.

ARTICLE 20 -- PROBATIONARY PERIOD

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

The probationary period for new employees covered by this Agreement who are hired into positions other than "dually-allocated" positions shall be for a period of six (6) months from the date of employment. Management may require Construction Standards Inspectors, Property Standards Inspectors and Community Developers who are hired above the entry level to serve up to a nine (9) month probationary period. For all other employees covered by this Agreement who are hired into a "dually-allocated" position, the probationary period shall begin with the date of employment and continue until the employee either advances to the second (2nd) level of the allocation or is terminated. Where an employee covered by this Agreement is hired into a position that has specifically been designated as a "dually-allocated" position, the employee shall be entitled to move to the second (2nd) level of the allocation upon serving the requisite time-in-grade for the position provided that the employee has also received satisfactory performance evaluations while working at the first (1st) level.

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

grievance procedure contained in this Agreement.

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

ARTICLE 21 -- PROMOTIONS

The term promotion as used in this Agreement shall mean the advancement of an employee to a higher rated position.

During collective bargaining, the parties engaged in extensive discussions concerning the role that seniority should play in promotions to non-supervisory positions covered by this Agreement. The Union believes that seniority should be the determining factor, provided that the employee meets the minimum qualifications of the position to which he/she seeks to be promoted, and the County believes that the proper role of seniority in promotions is that as defined by the current promotional system, i.e., seniority should be the determining factor only when the knowledge, training, ability to perform the work, skill, efficiency, reliability and physical fitness of all candidates are relatively equal. In order to resolve their differences on this important issue, the parties have agreed to utilize a promotion system for the Equipment Operator series which places increased emphasis on seniority as a factor in promotions, and to retain the current promotional system for all other positions covered by this Agreement. Accordingly, promotions to positions covered by this Agreement will be made pursuant to the following procedures:

(a). General Procedures Applicable To All Promotions

Promotion opportunities shall be posted on bulletin boards where notices to employees are customarily posted for a minimum of ten (10) days. The announcement shall identify the promotion opportunity by location, title, and grade; qualification requirements, how to file for consideration, written or oral tests to be given; and other factors to be considered in the examining process such as physical fitness, performance ratings, attendance records, or valid driver's licenses when required by the position to be filled. The announcement shall state where and in what form applications are to be filed and indicate the closing date for receipt of applications which shall not be less than ten (10) calendar days from the issuance of the announcement.

(b). Promotions Within The Equipment Operator Job Series

For promotions within the Equipment Operator series, the candidate with the greatest departmental seniority who is qualified to perform the job will be promoted. In determining

whether or not a candidate is qualified to perform the job, the employee must demonstrate the ability to perform competently all tasks associated with the position, and management may also consider whether the candidate has satisfactory past performance, disciplinary, leave and accident records. The Employer agrees, however, that it will not unreasonably use these considerations to deprive a senior candidate of a promotional opportunity.

(c). Promotions To All Other Positions Covered By This Agreement

For promotions to any position covered by this Agreement other than those described in subparagraph (b) above, the Employer will consider knowledge, training, ability to perform work, skill, efficiency, reliability, and physical fitness. When these factors are relatively equal, the employee with the greatest amount of departmental seniority will be promoted.

(d). Probationary Period Applicable To All Promotions

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

ARTICLE 22 -- TRANSFERS

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

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

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

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

ARTICLE 23 -- SENIORITY

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. Departmental seniority shall mean an employee's length of continuous service with the department since the employee's date of employment within the department. An employee's length of continuous service shall be computed from the date of the employee's current employment; provided, however, that new 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:

- (i) Voluntary resignation.
- (ii) Retirement.
- (iii) Discharge for just cause.
- (iv) 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.
- (v) Absence of three (3) consecutive workdays without reporting to the County unless the employee can establish justification for such failure to report.
- (vi) Disability termination.

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

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, an updated seniority list shall be furnished by the County 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 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 24 -- LAYOFF AND RECALL

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

ARTICLE 25 -- 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), memoranda 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.

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

ARTICLE 26 -- SUBCONTRACTING

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

ARTICLE 27 -- 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 (15) years of service 20 days
- 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.

A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee. (i.e., new annual leave).

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

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

Employees shall accumulate annual leave while serving their probationary period, but shall not be granted annual leave during the first ninety (90) days of service with the Employer. The employee shall earn a leave credit at the appropriate rate as indicated in paragraph 1 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.

Annual leave shall be requested as far in advance as possible and approved no less than one (1) working day in advance of use; provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for the leave. Upon request, annual leave shall be granted based upon the employer's operational needs. 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.

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

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. An employee whose vacation approval is canceled or who is called in from vacation will be reimbursed by the Employer for the costs of any reservations he/she made subsequent to the approval of his/her vacation request provided that the employee provides adequate proof of the incurrence of such costs and such costs are non-refundable from the reservation agent, hotel, airline, etc. because of no error or omission on the part of the employee.

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

Vacation leave may be taken in increments of one (1) hour or more.

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.

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

(1) A written request to charge such time to sick leave is submitted to his/her department within ten (10) working days of the end of that employee's approved vacation leave; and,

(2) The request is accompanied by a Doctor's certificate specifying the nature and duration of the employee's illness, injury and/or hospitalization.

ARTICLE 28 -- SICK LEAVE

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.

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

Request for use of sick leave for physician, dentist or optometrist appointments shall be made to the Employer in advance. Requests for sick leave in all other cases shall be made in advance whenever it is possible, no later than within the first (1st) hour of the start of the employee's workday.

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 (0) leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave under Article 32.

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

ARTICLE 29 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

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

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 or 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 the 1996 leave year (i.e. January 4, 1997), 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 the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of January 4, 1997, or as otherwise established by an applicable collective bargaining agreement and/or salary schedule. Sick leave earned beginning the first pay period of the 1997 leave year is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.
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 30 -- PERSONAL LEAVE

Two (2) paid personal leave days per wage reporting year shall be granted to each employee eligible for annual leave. A personal leave day 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 31 -- MILITARY LEAVE

Military Leave with pay not to exceed fifteen (15) calendar days per year shall be granted to reservists or members of the National Guard ordered to active training duty. In addition, the Employer shall grant an additional thirty (30) calendar days to an employee who may be called up during a national emergency, or an emergency declared by an appropriate governmental jurisdiction.

To receive payment the employee shall, prior to leave or, within ten (10) working days of his/her return from leave, supply a copy of his/her official orders to the Employer.

ARTICLE 32 -- BEREAVEMENT LEAVE

In the event of the death of an employee's parent, parent-in-law, son- or daughter-in-law, spouse, child or grandchild, brother, sister or grandparents, the employee may take up to four (4) working days 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.

ARTICLE 33 -- JURY DUTY

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

ARTICLE 34 -- LEAVE OF ABSENCE

Employees shall be eligible to request a leave of absence after one (1) month 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 leave of absence is approved, 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 35 -- FAMILY AND MEDICAL LEAVE

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

ARTICLE 36 -- BLOOD DONATION LEAVE

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

ARTICLE 37 -- CIVIC DUTY LEAVE

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

ARTICLE 38 -- VOTING TIME

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

ARTICLE 39 -- HOLIDAYS

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

1. New Year's Day;
2. Martin Luther King's Birthday;
3. Presidential Inauguration Day;
4. Washington's Birthday;
5. Memorial Day;
6. Independence Day;
7. Labor Day;

8. County Employees' Appreciation Day;
9. Columbus Day;
10. Veteran's Day;
11. Thanksgiving Day; and,
12. Christmas Day

Further, beginning in the 1998 wage reporting year employees will be granted an additional four (4) hours of personal leave each year in lieu of the former General Election Day holiday.

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 (40) hours during the full pay period immediately preceding the pay period within which the holiday is observed. Any full-time or part-time employee on approved, paid leave on the day a holiday occurs shall be considered on holiday leave for that day and shall be paid at the regular hourly rate of pay. To be eligible to receive holiday leave pay an employee must be in a pay status the last regular work day before and the first regular 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 be paid for all hours actually worked on the holiday at the rate of two (2) times his/her base hourly rate of pay. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled day off shall be paid for all hours worked at two (2) times his/her base hourly rate.

ARTICLE 40 -- HEALTH AND WELFARE

The Employer shall contribute seventy-five percent (75%) to the cost of the County's health insurance program (CountyCare Choice) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

The County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%) but will in no event pay more than General Schedule employees.

Employees will be offered the opportunity to select coverage for medical prescriptions and for optical care for the employee and his/her family.

Ninety percent (90%) of the cost of the prescription and optical plans will be paid by the Employer, and ten percent (10%) will be paid by the employee.

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 and Administrative Procedure 284, an employee is determined to be eligible for disability leave, the employee will have sick or other leave time used because of the injury restored subject to the conditions and limitations set forth in 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 34 (Leave of Absence), the County will pay the Employer and employee shares 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 a union life insurance program, for the benefit of those employees who wish to participate in such a program, and who authorize in writing the deduction of premiums for such a program from their pay.

ARTICLE 41 -- SUPPLEMENTAL RETIREMENT BENEFIT

1. Benefit Accrual and Amounts.

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

- a. Benefit accrual is at the rate of 0.4% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph 5, below.
- b. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is ten percent (10%) of the employee's average annual compensation, as determined pursuant to paragraph 5, below.

2. Vesting.

a. Minimum Continuous Service Requirements.

No employee covered by this Agreement shall be entitled to any benefit described

in this Section until the employee has completed a minimum of five (5) years of actual and continuous service as an employee for Prince George's County.

b. Vested Benefit.

An employee completing the minimum continuous service requirements of paragraph 2.a., above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph 1, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

3. Benefit Payment.

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

4. Funding.

The cost of funding this supplemental retirement plan for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

5. Definitions.

- a. Actual Service means service while employed as an employee of Prince George's County.
- b. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.
- c. Compensation means the basic compensation actually received by an employee for service rendered as an employee for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.
- d. Continuous Service means the most recent unbroken period of employment as an employee of Prince George's County.

6. Hold Harmless for Supplemental Retirement and Leave Payout.

For any employee covered by this Agreement who retires on or after July 1, 1993, "Average Annual Compensation" as that term is defined in paragraph 5 (Definitions), above, will be

calculated as if the employee had received any step increase the employee would otherwise have received during the first (1st) year of this Agreement but for the deferral of such step increase. This salary shall also be applicable to calculating any leave payouts due upon retirement during this period of time.

7. Supplemental Retirement Benefit Plan Modifications (Effective July 1, 1992).

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

8. Part-Time Employees.

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

9. IRS Pickup Plan

The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by paragraph 4. (Funding) hereof. Such amounts:

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

(2) shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

(3) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

(4) shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The

County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

ARTICLE 42 -- 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 will not embarrass the employee before other employees or the public.
- (c) Any disciplinary action may be processed through the grievance procedure specified in this Agreement.
- (d) The parties agree to follow a progressive disciplinary policy utilizing the disciplinary methods permitted by the Personnel Law; provided, however, that the parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.
- (e) The Local President, Chief Shop Steward, and appropriate Steward shall receive copies of all written disciplinary actions and intended action.

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

ARTICLE 43 -- 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 or no response is given within the prescribed period, the Union may, within five (5) working days thereafter, pursue Step 2 of the Grievance Procedure.

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

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, the Chief Steward or the Local Union President will meet with the employee's Department Head or the Department Head's designee, for the purpose of attempting to resolve the grievance within 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 meeting, the dispute may be referred, as appropriate, to the Labor Commissioner in accordance with the provisions of Step 3 or to final and binding arbitration in accordance with the provisions of Step 4.

Step 3. If a grievance over a suspension in excess of (3) days, 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 Labor Commissioner within five (5) days after receipt of the answer at Step 2. Within ten (10) days after receipt of the appeal, the Labor Commissioner or his designee and the Union will meet to discuss the grievance. The Labor Commissioner, 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 (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. Within forty-five (45) days after receipt of Arbitrator's award for grievance, the County shall execute the award unless appealed.

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.

ARTICLE 44 -- ENTIRE UNDERSTANDING

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

ARTICLE 45 -- 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 46 -- DURATION AND REOPENER

The Agreement shall become effective on July 1, 1995, unless otherwise stated in specific sections, and shall remain in full force until June 30, 1997. This Agreement shall be automatically renewed from year to year after June 30, 1997 unless either party shall notify the other in writing no later than October 1, 1996 (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 _____, 1997, in Upper Marlboro, Prince George's County, Maryland.

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

FOR PRINCE GEORGE'S COUNTY:

Council 67

Howard W. Stone, Jr.
Chief Administrative Officer

Local 2735

APPENDIX 1

Job Classifications in Bargaining Units Represented by Local 2735

3101A	Property Standards Inspector I	A-12	3711A	Animal Control Officer I	A-11
3102A	Property Standards Inspector II	A-14	3712A	Animal Control Officer II	A-13
3103A	Property Standards Inspector III	A-16	3713A	Animal Control Officer III	A-16
3113A	Construction Standards Inspector I	A-14	5126A	Survey Aide I	A-07
3114A	Construction Standards Inspector II	A-16	5127A	Survey Aide II	A-09
3115A	Construction Standards Inspector III	A-18	5128A	Survey Technician I	A-16
3121A	Plans Examiner I	A-17	5129A	Survey Technician II	A-19
3122A	Plans Examiner II	A-19	6723A	Refuse Collection Inspector I	A-10
3123A	Plans Examiner III	A-22	6724A	Refuse Collection Inspector II	A-12
3124A	Plans Examiner IV	A-24			
0001A	General Clerk I	A-06	4723A	Community Development Assistant III	A-17
0002A	General Clerk II	A-08	4731A	Community Developer I	A-18
0003A	General Clerk III	A-10	4732A	Community Developer II	A-21
0004A	General Clerk IV	A-12	4733A	Community Developer III	A-24
0111A	Clerk Typist I	A-08	6101A	Laborer I	A-06
0112A	Clerk Typist II	A-10	6102A	Laborer II	A-08
0121A	Clerk Stenographer I	A-09	6111A	Equipment Operator I	A-09
0122A	Clerk Stenographer II	A-11	6112A	Equipment Operator II	A-11
0141A	Administrative Aide I	A-13	6113A	Equipment Operator III	A-13
0142A	Administrative Aide II	A-15	6240A	Maintenance Services Attendant I	A-10
0143A	Administrative Aide III	A-17	6241A	Maintenance Services Attendant II	A-11
*0170A	Citizens Services Specialist I	A-16	6242A	Maintenance Services Attendant III	A-13
*0171A	Citizens Services Specialist II	A-18	6250A	Master Trades Mechanic I	A-14

0202A	Switchboard Operator	A-06	6251A	Master Trades Mechanic II	A-16
1501A	Reproduction Assistant I	A-09	6306A	Masonry Mechanic I	A-11
1502A	Reproduction Assistant II	A-11	6307A	Masonry Mechanic II	A-12
2311A	Account Clerk I	A-09	6308A	Masonry Mechanic III	A-15
2312A	Account Clerk II	A-11			
2313A	Account Clerk III	A-13	6332A	Drywall Mechanic I	A-11
4711A	Community Development Aide I	A-05	6333A	Drywall Mechanic II	A-13
4712A	Community Development Aide II	A-07	6334A	Drywall Mechanic III	A-15
4713A	Community Development Aide III	A-09	6343A	Locksmith I	A-11
4721A	Community Development Asst I	A-12	6344A	Locksmith II	A-13
4722A	Community Development Asst II	A-14	6345A	Locksmith III	A-15
4723A	Community Development Asst III	A-17	6360A	Trades Helper I	A-08
6361A	Trades Helper II	A-09	7103A	Custodian I	A-05
6364A	Cabinetmaker I	A-11	7104A	Custodian II	A-07
6365A	Cabinetmaker II	A-13	7132A	Building Engineer I	A-14
6366A	Cabinetmaker III	A-15	7133A	Building Engineer II	A-15
6370A	Welder I	A-11	7134A	Building Engineer III	A-16
6371A	Welder II	A-13	7136A	Facilities Maintenance Supervisor	A-21
6372A	Welder III	A-15	7144A	Facilities Maintenance Superintendent	A-25
6373A	Carpenter I	A-11	7215A	Property Attendant	A-04
6374A	Carpenter II	A-13			
6375A	Carpenter III	A-15			

*Animal Control Facility only

SCHEDULED PAY RATES

SALARY SCHEDULE A - LOCAL 2735 SCHEDULE OF PAY GRADES - AFSCME LOCAL 2735 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>SEN</u>	<u>SEN+</u>
A01	HOURLY	7.0380	7.8533	8.7545	9.7558	10.7313
	BIWKLY	563.04	628.26	700.36	780.46	858.50
	ANNUAL	14,639	16,335	18,209	20,292	22,321
A02	HOURLY	7.3955	8.2395	9.1979	10.2421	11.2664
	BIWKLY	591.64	659.16	735.83	819.37	901.31
	ANNUAL	15,383	17,138	19,132	21,304	23,434
A03	HOURLY	7.7532	8.6543	9.6556	10.7571	11.8329
	BIWKLY	620.26	692.34	772.45	860.57	946.63
	ANNUAL	16,127	18,001	20,084	22,375	24,612
A04	HOURLY	8.1536	9.0978	10.1277	11.3006	12.4308
	BIWKLY	652.29	727.82	810.22	904.05	994.46
	ANNUAL	16,959	78,923	21,066	23,505	25,856
A05	HOURLY	8.5540	9.5412	10.6426	11.8585	13.0443
	BIWKLY	684.32	763.30	851.41	948.68	1,043.54
	ANNUAL	17,792	19,846	22,137	24,666	27,132
A06	HOURLY	8.9833	9.8843	10.8716	11.9586	13.1546
	BIWKLY	718.66	790.74	869.73	956.69	1,052.37
	ANNUAL	18,685	20,559	22,613	24,874	27,362
A07	HOURLY	9.4267	10.3711	11.4150	12.5593	13.8153
	BIWKLY	754.14	829.69	913.20	1,004.74	1,105.22
	ANNUAL	19,608	21,572	23,743	26,123	28,736
A08	HOURLY	9.8988	10.9001	11.9870	13.1743	14.4943
	BIWKLY	791.90	872.01	958.96	1,053.94	1,159.54
	ANNUAL	20,590	22,672	24,933	27,403	30,148
A09	HOURLY	10.3994	11.4437	12.5881	13.8468	15.2317
	BIWKLY	831.95	915.50	1,007.05	1,107.74	1,218.54
	ANNUAL	21,631	23,803	26,183	28,801	31,682
A10	HOURLY	10.9144	12.0160	13.2175	14.5334	15.9867
	BIWKLY	873.15	961.28	1,057.40	1,162.67	1,278.94
	ANNUAL	22,702	24,993	27,492	30,229	33,252

A11	HOURLY	11.4580	12.6167	13.8754	15.2629	16.7892
	BIWKLY	916.64	1,009.34	1,110.03	1,221.03	1,343.14
	ANNUAL	23,833	26,243	28,861	31,747	34,922
A12	HOURLY	12.0302	13.2461	14.5621	16.0212	17.6236
	BIWKLY	962.42	1,059.69	1,164.97	1,281.70	1,409.89
	ANNUAL	25,023	27,552	30,289	33,324	36,657
A13	HOURLY	12.6451	13.9041	15.2917	16.8221	18.5043
	BIWKLY	1,011.61	1,112.33	1,223.34	1,345.77	1,480.34
	ANNUAL	26,302	28,921	31,807	34,990	38,489
A14	HOURLY	13.2747	14.6051	16.0643	17.6663	19.4328
	BIWKLY	1,061.98	1,168.41	1,285.14	1,413.30	1,554.62
	ANNUAL	27,611	30,379	33,414	36,746	40,420
A15	HOURLY	13.9326	15.3347	16.8652	18.5530	20.4084
	BIWKLY	1,114.61	1,226.78	1,349.22	1,484.24	1,632.67
	ANNUAL	28,980	31,896	35,080	38,590	42,449
A16	HOURLY	14.6336	16.0928	17.7090	19.4686	21.4154
	BIWKLY	1,170.69	1,287.42	1,416.72	1,557.49	1,713.23
	ANNUAL	30,438	33,473	36,835	40,495	44,544
A17	HOURLY	15.3631	16.8938	18.5959	20.4414	22.4853
	BIWKLY	1,229.05	1,351.50	1,487.67	1,635.31	1,798.82
	ANNUAL	31,955	35,139	38,679	42,518	46,769
A18	HOURLY	16.1357	17.7377	19.5115	21.4713	23.6184
	BIWKLY	1,290.86	1,419.02	1,560.92	1,717.70	1,889.47
	ANNUAL	33,562	36,894	40,584	44,660	49,126
A19	HOURLY	16.9366	18.6246	20.4987	22.5440	27.7985
	BIWKLY	1,354.93	1,489.97	1,639.9	1,803.52	1,983.88
	ANNUAL	35,228	38,739	42,637	46,892	51,581
A20	HOURLY	17.7805	19.5688	21.5142	23.6742	26.0415
	BIWKLY	1,422.44	1,565.50	1,721.14	1,893.94	2,083.32
	ANNUAL	36,983	40,703	44,750	49,242	54,166
A21	HOURLY	18.6674	20.5415	22.6013	24.8613	27.3474
	BIWKLY	1,493.39	1,643.32	1,808.10	1,988.90	2,187.79
	ANNUAL	38,828	42,726	47,011	51,712	56,883
A22	HOURLY	19.6116	21.5712	23.7312	26.0916	28.7007
	BIWKLY	1,568.93	1,725.70	1,898.50	2,087.33	2,296.06
	ANNUAL	40,792	44,868	49,361	54,271	59,697

A23	HOURLY	20.5845	22.6443	24.9041	27.4078	30.1485
	BIWKLY	1,646.76	1,811.54	1,992.33	2,192.62	2,411.88
	ANNUAL	42,816	47,100	51,801	57,008	62,709
A24	HOURLY	21.6142	23.7743	26.1631	28.7667	31.6432
	BIWKLY	1,729.14	1,901.94	2,093.05	2,301.34	2,531.46
	ANNUAL	44,958	49,451	54,419	59,835	65,818
A25	HOURLY	22.7014	24.9615	27.4649	30.2115	33.2324
	BIWKLY	1,816.10	1,996.92	2,197.19	2,416.92	2,658.59
	ANNUAL	47,219	51,920	57,127	62,840	69,123
A26	HOURLY	23.8315	26.2204	28.8382	31.7275	34.9002
	BIWKLY	1,906.56	2,097.63	2,307.06	2,538.20	2,792.02
	ANNUAL	49,570	54,538	59,983	65,993	72,592

Hourly rates are the November 13, 1994 rates multiplied by 2%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.