

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**1997 Legislative Session**

Bill No. CB-24-1997

Chapter No. 10

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

Introduced by Council Members Bailey and Estep

Co-Sponsors

Date of Introduction March 18, 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  
(Family Connection Division, Department of Family Services).

For the purpose of approving 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 Family Connection Division to provide for wage increases and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY adding:

**SUBTITLE 16. PERSONNEL.**

Section 16-233(f)(22),

The Prince George's County Code  
(1995 Edition).

**SECTION 1.** BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(22) of the Prince George's County Code be and the same is hereby added:

**SUBTITLE 16. PERSONNEL.**

**DIVISION 19. COLLECTIVE BARGAINING.**

**Sec. 16-233. General.**

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

(22) Declaration of Approval - Local 2735 American Federation of State, County and Municipal Employees, AFL-CIO, Family Connection Division.

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 Family Connection Division, on February 7, 1997, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law unless stated otherwise in the agreement.

Adopted this 8th day of April, 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

(FAMILY CONNECTION DIVISION,  
DEPARTMENT OF FAMILY SERVICES)

THROUGH 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 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 Employee Relations Board in Case No. 16 390 001 42 94DS 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 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.

## 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, 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 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 two months, unless agreed to by both parties. The Committee shall consist of no more than three 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, 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.

Within thirty (30) days after the effective date of this Agreement, the Labor-Management Committee will develop and recommend procedures and protocol to handle specific, individual incidences of clothing damage.

## ARTICLE 6 -- SHOP STEWARDS/UNION OFFICIALS

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

"Union Representative" means any person officially designated or elected by the Union 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 Steward is disallowed by audit. The Chief Steward shall be a County employee on payroll status and shall be responsible for labor relations activities associated with the administration of this Agreement on a full-time basis. 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 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 the 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 Union shall nominate three candidates and the Director shall select one of them to be a full participating member of the Department of Family Services Total Quality Management Steering Committee.

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 that 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 the event of consolidation of these two sites. Currently the principal office locations are:

County Service Building (1) and  
Offices of Centre Pointe (1)

Union stewards and the Local Union President shall, after receiving permission from their appropriate supervisors (such permission not to be unreasonably withheld), be granted reasonable time off with pay during working hours to investigate grievances, attend meetings where appropriate and participate at all steps of the grievance procedure. The parties agree that time spent by 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, 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 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 shall 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 courier service 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 the Agreement at the conclusion of new employee orientation for the purpose of briefing the employees on this Agreement and the Union's programs and benefits.

## ARTICLE 9 -- UNION BUSINESS LEAVE

The County shall grant, after request to and approval by the department appointing authority, administrative leave for attendance at regularly scheduled Union conventions and/or conferences for employees officially designated as Union delegates during any one (1) calendar year. Six delegates of Local 2735 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 the 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 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 working days before the event for which leave is requested, the Union shall provide the Office of 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 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 Labor

Relations shall forward the request to the affected department appointing authority(ies) 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 the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's Public Employees Organized to Promote Legislative Equality 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), of the County Labor Code. The Employer agrees that there shall be no lockouts. In the event of an illegal strike, slow-up or work stoppage, the Union shall promptly and publicly disavow such unauthorized conduct.

#### ARTICLE 12 -- WAGES

##### A. Cost of Living Increases

No employee covered by this Agreement will receive a cost of living adjustment during the period from July 1, 1996 through June 30, 1997.

##### B. Merit Increases

Employees covered by this Agreement who would otherwise be entitled to receive a merit step (anniversary) increase during the period from July 1, 1996 through June 30, 1997 will not receive one and will forgo it.

##### C. 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 rates of pay, then such merit increase or COLA shall apply on the same date(s) to all employees covered by this Agreement.

### ARTICLE 13 -- HOURS OF WORK

Except for employees working directly with families, that is, Community Developers I, II, III, Community Development Assistants I, II, III, Counsellors I, II, III, and Social Workers III, the regular work day shall consist of a shift of eight consecutive hours, excluding an unpaid meal period, within a twenty-four hour period, and the normal workweek shall consist of five consecutive days Monday through Friday.

The County agrees to consider a compressed workweek for employees who do not work directly with families and a flexible work schedule for all based on departmental operational needs.

Employees working directly with families, as indicated in the first paragraph above, shall work 40 hours per week flexible schedules that accommodate the families whom they serve.

Employees working directly with families are 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 families 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.

### ARTICLE 14 -- REST PERIOD

All department appointing authorities 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 policies 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 in the classification of Administrative Aide I, II, III, Clerk Typist I and II, and General Clerk I, II, III and IV 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 compensation leave at the time and one-half rate in lieu of cash

payout for overtime.

- 2) Employees who work directly with families, that is, Community Developers I, II, III, Community Development Assistants I, II, III, Counsellors I, II, III, Social Workers III, 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 shall 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 shall dictate the selection of employees. The selections shall 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.

A differential of ninety cents (\$.90) per hour will be paid to employees for each hour they work in direct, face-to-face contact with families between the hours of ten o'clock in the evening (10:00 p.m.) and six o'clock in the morning (6:00 a.m.).

#### ARTICLE 16 -- EMERGENCY RESPONSE PAY

Employees covered by this Agreement, who are required to work during weather related emergencies when the County government is closed, shall, in addition to administrative leave, receive compensatory leave at straight time for each hour worked.

#### ARTICLE 17 -- TEMPORARY ASSIGNMENTS

Employees who are required to perform duties of a higher job classification shall be compensated after twenty-one (21) days retroactive to the first day at the rate of that higher classification. 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 Safety Committee.

#### ARTICLE 19-- FILLING OF VACANCIES

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

In order to provide quality public service and to make employment in Prince George's County attractive as a career, the Union believes seniority should be the determining factor in promoting employees only when the knowledge, training, ability to perform the work, skill, efficiency and the reliability of all candidates are equal.

#### ARTICLE 20 -- PROBATION

The classifications and probationary periods covered by this Agreement are:

- General Clerk I, II, III - six months
- Clerk Typist I, II - six months
- Administrative Aide I, II, III - nine months
- Community Development Assistant I, II, III - six months
- Counselor I, II, III - one year
- Community Developer I, II, III - one year
- Social Worker III - one year

The employee shall be entitled to move to the second 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 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 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

County seniority is defined as the length of uninterrupted service with the Employer beginning at the employee's initial hire date as a permanent County employee. 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:

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 know 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 for 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, 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 22 -- 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 months after the discipline is administered so long as the employee has not been disciplined for a related offense during the eighteen 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 23 -- SUBCONTRACTING

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

## ARTICLE 24 -- ANNUAL LEAVE

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

- |    |   |         |
|----|---|---------|
| a. | During the first three<br>(3) years of service                          | 13 days |
| b. | After three (3) years but<br>less than fifteen (15) years<br>of service | 20 days |
| c. | After fifteen (15) years of<br>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 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.

Payment for accrued annual leave upon separation from employment shall be governed by the Personnel Law as amended by CB-62-1995.

## ARTICLE 25 -- SICK LEAVE

Full-time employees shall accrue four and one-half hours of sick leave per pay period. Part-time 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 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 hour of the start of the employee's workday.

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 28.

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.

Payment for accrued sick leave upon separation from employment shall be governed by the Personnel Law as amended by CB-62-1995.

#### ARTICLE 25A -- 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 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 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 26 -- PERSONAL LEAVE

Two 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 27 -- MILITARY LEAVE

Military Leave will be administered pursuant to the Personnel Law .

#### ARTICLE 28 -- BEREAVEMENT LEAVE

In the event of the death of an employee's primary caregiver, 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 for bereavement. Upon the death of the employee's parent, spouse or child, the first day will be charged to administrative leave and the rest to the employee's accumulated sick leave.

#### ARTICLE 29 -- 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 30 -- LEAVE OF ABSENCE

Employees shall be eligible to request a leave of absence after one hundred twenty (120) 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 31 -- 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 32 -- 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 33 -- 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 34 -- 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 35 -- HOLIDAYS

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



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

Further, employees will be granted an additional four hours of personal leave each wage reporting 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 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 one and one-half times in addition to his/her holiday pay. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled day off shall receive compensatory leave for all hours worked at the rate of one and one-half times. In addition, the employee shall receive another day off.

#### ARTICLE 36 -- HEALTH AND WELFARE

The Employer shall contribute seventy-five (75%) percent to the cost of the County's health insurance CountyCare Choice program 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 maintenance organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%).

Employees shall be offered the opportunity to select coverage for medical prescriptions and for optical care for the employee and his/her family. Ninety percent of the cost of the prescription and optical plans shall be paid by the Employer, and ten percent shall 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 the Personnel Law Section 16-224 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 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 37 -- SUPPLEMENTAL RETIREMENT BENEFIT

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

#### ARTICLE 38 -- 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, Chief Shop Steward and appropriate Shop 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 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 39 -- 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 working days after the occurrence of the violation or within seven 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 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 provisions of the Agreement alleged to have been violated. The Local Union President or Shop Steward and the employees supervisor shall meet and endeavor to adjust the matter within seven working days after timely notice has been given. The Department shall respond to the grievance

not later than seven 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, Chief Steward and/or 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 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 Labor Commissioner 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 Labor Commissioner within five days after receipt of the answer at Step 2. Within ten 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 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.

#### ARTICLE 40 -- 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 shall be amended only by written agreement signed by the parties hereto.

#### ARTICLE 41 -- 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 42 -- DURATION AND REOPENER

The Agreement shall become effective on the date the legislation to approve this Agreement becomes effective unless otherwise specified in the Agreement 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.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

PRINCE GEORGE'S COUNTY,  
MARYLAND

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Council 67

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Wayne K. Curry  
County Executive

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Local 2735

## Appendix I

### Job Classifications in Bargaining Units Represented by Local 2735 in the Family Connection Division of the Department of Family Services

Administrative Aide I/II

Administrative Aide III

Clerk Typist I/II

Community Developer I/II

Community Developer III

Community Development Assistant I/II

Community Development Assistant III

Counselor I/II

Counselor III

General Clerk I/II

General Clerk III

General Clerk IV

Social Worker III

SALARY SCHEDULE I  
SCHEDULE OF PAY GRADES  
IN EFFECT JULY 1, 1996  
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
I01	HOURLY	4.7500	8.9806
	BIWKLY	380.00	718.45
	ANNUAL	9,880	18,680
I02	HOURLY	6.0945	9.4298
	BIWKLY	487.56	754.38
	ANNUAL	12,677	19,614
I03	HOURLY	6.3991	9.9013
	BIWKLY	511.93	792.10
	ANNUAL	13,310	20,595
I04	HOURLY	6.7191	10.3962
	BIWKLY	537.53	831.70
	ANNUAL	13,976	21,624
I05	HOURLY	7.0550	10.9159
	BIWKLY	564.40	873.27
	ANNUAL	14,674	22,705
I06	HOURLY	7.4080	11.4618
	BIWKLY	592.64	916.94
	ANNUAL	15,409	23,841
I07	HOURLY	7.7782	12.0351
	BIWKLY	622.26	962.81
	ANNUAL	16,179	25,033
I08	HOURLY	8.1672	12.6367
	BIWKLY	653.38	1,010.94
	ANNUAL	16,988	26,284
I09	HOURLY	8.5755	13.2685
	BIWKLY	686.04	1,061.48
	ANNUAL	17,837	27,598



<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
I10	HOURLY	9.0043	13.9319
	BIWKLY	720.34	1,114.55
	ANNUAL	18,729	28,978
I11	HOURLY	9.4544	14.6286
	BIWKLY	756.35	1,170.29
	ANNUAL	19,665	30,427
I12	HOURLY	9.9272	15.3601
	BIWKLY	794.18	1,228.81
	ANNUAL	20,649	31,949
I13	HOURLY	10.4234	16.1281
	BIWKLY	833.87	1,290.25
	ANNUAL	21,681	33,546
I14	HOURLY	10.9446	16.9345
	BIWKLY	875.57	1,354.76
	ANNUAL	22,765	35,224
I15	HOURLY	11.4919	17.7812
	BIWKLY	919.35	1,422.50
	ANNUAL	23,903	36,985
I16	HOURLY	12.0666	18.6703
	BIWKLY	965.33	1,493.62
	ANNUAL	25,099	38,834
I17	HOURLY	12.6698	19.6037
	BIWKLY	1,013.58	1,568.30
	ANNUAL	26,353	40,776
I18	HOURLY	13.3034	20.5840
	BIWKLY	1,064.27	1,646.72
	ANNUAL	27,671	42,815
I19	HOURLY	13.9687	21.6132
	BIWKLY	1,117.50	1,729.06
	ANNUAL	29,055	44,955

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
I20	HOURLY	14.6669	22.6937
	BIWKLY	1,173.35	1,815.50
	ANNUAL	30,507	47,203
I21	HOURLY	15.4002	23.8284
	BIWKLY	1,232.02	1,906.27
	ANNUAL	32,032	49,563
I22	HOURLY	16.1703	25.0199
	BIWKLY	1,293.62	2,001.59
	ANNUAL	33,634	52,041
I23	HOURLY	16.9788	26.2708
	BIWKLY	1,358.30	2,101.66
	ANNUAL	35,316	54,643
I24	HOURLY	17.8277	27.5844
	BIWKLY	1,426.22	2,206.75
	ANNUAL	37,082	57,376

The minimum hourly rates for grade I-01 is the same as the April 1, 1991 Federal minimum wage which will be adjusted as the Federal minimum wage is adjusted. The hourly rates for grades I-02 - I-24 are the same as the December 25, 1994 rates as adopted by CR-56-1994 for employees on the General Salary Schedule. For administrative purpose, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.