

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

**2001 Legislative Session**

Bill No. CB-88-2001

Chapter No. 70

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

Introduced by Council Members Russell, Scott, Wilson, Shapiro, Gourdine and Estepp

Co-Sponsors \_\_\_\_\_

Date of Introduction October 23, 2001

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement - Council 67,

3 American Federation of State, County and Municipal Employees

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

5 For the purpose of amending the labor agreement by and between Prince George's County,

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

7 (AFSCME), AFL-CIO and its affiliated Locals 2462 and 2735 to provide for wages and certain

8 other terms and conditions of employment for personnel classifications certified by the Prince

9 George's County Public Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Section 16-233(f)(3) and (7),

13 The Prince George's County Code

14 (1999 Edition, 2000 Supplement).

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

16 Maryland, that Sections 16-233(f)(3) and (7) of the Prince George's County Code be and the

17 same is hereby repealed and reenacted with the following amendments:

18 SUBTITLE 16. PERSONNEL.

19 DIVISION 19. COLLECTIVE BARGAINING.

20 Sec. 16-233. General.

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

1           (3) Declaration of Approval - Local 2462, American Federation of State, County and  
2 Municipal Employees, AFL-CIO.

3           The County Council of Prince George's County, Maryland, having fully considered the  
4 labor agreement concluded between Prince George's County, Maryland and Council 67,  
5 American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated  
6 Local 2462, on [October 7, 1999] September 21, 2001, hereby approves said agreement in  
7 accordance with the provisions of Section 13A-109 of the Prince George's County Code.

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

10          The County Council of Prince George's County, Maryland, having fully considered the  
11 labor agreement concluded between Prince George's County, Maryland and Council 67,  
12 American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated  
13 Local 2735, on [October 7, 1999] September 21, 2001, hereby approves said agreement in  
14 accordance with the provisions of Section 13A-109 of the Prince George's County Code.

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

Adopted this 19th day of November, 2001

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Ronald V. Russell  
Chairman

ATTEST:

\_\_\_\_\_  
Joyce T. Sweeney  
Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Wayne K. Curry  
County Executive

KEY:  
Underscoring indicates language added to existing law.  
[Brackets] indicate language deleted from existing law.

AGREEMENT

BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

COUNCIL 67, AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AND ITS AFFILIATED LOCALS 2462 AND 2735

July 1, 2001 - June 30, 2003

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## **ARTICLE 1 -- PURPOSE**

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

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

## **ARTICLE 2 -- RECOGNITION**

A. The County recognizes the Union as the sole and exclusive bargaining agent for those employees certified by the Public Employee Relations Board in Cases No. 73-PG-R-1 and 16-39-00182-88S in Local 2462 and 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 in Local 2735 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.

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

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

D. The County 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) Transfers/Promotions; b) Hiring into unit positions; c) Resignations/Retirements; d) Layoffs; and e) Reallocations.

## **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 -- DISCRIMINATION**

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, religion, national origin, disability, political affiliation, or exercise of employee rights under the Labor Code. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.
- B. The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the County or any County representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.
- C. The Union agrees that it will not discriminate against any employee in regard to membership, nonmembership, or holding office in the Union because of race, disability, age, marital status, political affiliation, religion, color, sex, sexual orientation or national origin.
- D. The provisions of this Article shall be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance shall not be subject to arbitration, but shall be referred to the appropriate governmental agency having jurisdiction.

#### **ARTICLE 5 -- COOPERATION**

- A. 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.
- B. The Departments will notify the Union of any departmental reorganizations affecting the bargaining units prior to their implementation.
- C. The parties agree to participate in departmental Labor-Management Committees, which may meet as issues arise, but not more than quarterly, unless agreed to by both parties. The Committee shall consist of not more than three (3) members each from labor and management. The labor members may be selected from the Local Union President, Local Union shop Stewards, the Chief Steward or Council 67 representatives. When agenda items affect a specific group of employees covered by this Agreement (e.g., landfill employees), a group representative may, at the Union's request, also be permitted to attend the meeting.
- D. The County will provide the Union President and the Chief Steward with a copy of the current Personnel Law Reference Manual and with updates as they are published.

#### **ARTICLE 6 -- SHOP STEWARDS/UNION OFFICIALS**

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



B. "Union 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.

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

D. The County shall prepare, keep current and provide to the Union a list of County representatives 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.

E. Union Stewards shall be responsible in the units where they are employed, for representing the Union and members of the bargaining unit in meetings with Management and in the resolution of grievances, as provided in the grievance procedure, and in other matters in which unit members may be entitled to Union representation, including post accident investigations. Stewards shall also be responsible for posting official Union notices at their assigned locations.

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

1. Local 2462 (19)

a. Brown Station Road

2 - Waste Management - DER

b. Forestville Complex (FO&M Forestville Facility Seat Pleasant, )

1 - OCS - Facilities Operation and Management

c. D'Arcy Road Complex

1 – Special Services - DPW&T, Highway Maintenance

4 - Road Maintenance - DPW&T, Highway Maintenance

1 - Equipment Maintenance Facilities - DPW&T - Transportation

1 - Traffic Operations - DPW&T - Transportation

1 - Transit Equipment Operators (EO I's) - DPW&T-- Transportation

d. Landover Complex (County Service Building, Hyattsville Justice Center, Hyattsville District Court Building, Consolidated Warehouse Facility, Inglewood Centre 3, RMS Building, Largo Government Center, Central Communications Facility, Kent Police Facility)

2 - OCS - Facilities Operation and Management

- e. Upper Marlboro Complex (Courthouse, County Administration Building, County Correctional Center, Harriet Hunter, OMES, DuVall Building)  
1 - OCS - Facilities Operation and Management
- f. Supervisory Unit  
1 for all locations.
- g. Fleet Management Garages (Central Services)  
4 - One each for day and night shifts at Central Vehicle Maintenance and at College Park garages.

2. Local 2735 (11)

- a. Department of Environmental Resources  
2 - Permits and Review Division, Inspection and Code Compliance Section and Community Standards Division.  
1 - Animal Management Division  
2 - Brown Station Sanitary Landfill  
1 - Recycling
- b. Department of Family Services  
1 - Aging Services Division
- c. Department of Housing and Community Development  
3 - Inglewood III
- d. Department of Public Works and Transportation  
1 - D'Arcy Road Complex – Storm Drain Maintenance

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

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

## **ARTICLE 7 -- UNION SECURITY**

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

B. The Union, upon the presentation of dues deduction or service fee authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a 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.

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

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

## **ARTICLE 8 -- UNION COMMUNICATIONS**

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

B. Provided always that the distribution needs of the County be paramount, the Union will be permitted to use the County's courier service and electronic mail system for distribution of official Union communications to employees covered by this Agreement and for matters associated with administration of this Agreement, including the grievance procedure; and further provided that the courier service will not be responsible for mass distribution of individually addressed communications and the electronic mail system will not be used for mass, broadcast messages to the Local Union membership. The Union shall also be permitted reasonable use of the County telephone system, including use of facsimile machines for the purposes enumerated above.

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

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

**ARTICLE 9 -- UNION BUSINESS LEAVE**

A. 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.

B. 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) fiscal year. Local delegates of Local 2462 (7) and Local 2735 (6) shall be approved for not more than six (6) days administrative leave for attendance at such conventions and/or conferences, and an additional one (1) day shall be granted to the Council 67 Board Members to attend such conventions and/or conferences and such leave shall not be unreasonably withheld.

C. 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 fifty-five (55) days administrative leave per fiscal year to attend official Union sponsored training classes. Also, the members of the negotiating team shall be granted up to eight (8) hours of administrative leave each to prepare for negotiations. The Union must request the leave in a reasonable amount of time before it is to be used, and such request shall not be unreasonably withheld.

D. When requesting leave under this Article, the Union must adhere to the following procedures: Not less than ten (10) working days before the event for which leave is requested, the Union will provide the Office of Personnel and Labor Relations with a written request for the leave, indicating the event and the date(s) it will take place, the amount of leave requested and the names of employees for whom it is requesting administrative leave, noting their departments, Union Local, and the capacity in which they will be attending the event. The Office of Personnel and Labor Relations will forward the request to the affected department heads for approval. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld.

E. Employees elected to any Union office or selected by the Union to do work which takes them from their employment must request the County's approval at least ten (10) working days in advance of such unpaid leave, and the request shall stipulate the time of such leave of absence. In no case shall such Union business leave exceed one (1) year. The leave may be extended for an additional one (1) year by consent of the County in the same manner as originally requested.

Such approval shall not be unreasonably withheld.

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

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

#### **ARTICLE 11 -- NO STRIKE OR LOCKOUT**

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

#### **ARTICLE 12 -- WAGES**

A. Employees covered by this Agreement will receive a six hundred fifty dollar (\$650.00) increase to their base wages effective the beginning of the first full pay period beginning on or after July 1, 2001.

B. Employees covered by this Agreement will receive a two and one-quarter percent (2.25%) increase to their base wages effective the beginning of the first full pay period beginning on or after August 1, 2001.

C. Employees covered by this Agreement will receive a six hundred fifty dollar (\$650.00) increase to their base wages effective the beginning of the first full pay period beginning on or after July 1, 2002.

D. Employees covered by this Agreement will receive a two and one-quarter percent (2.25%) increase to their base wages effective the beginning of the first full pay period beginning on or after August 1, 2002.

E. Employees at the maximum salary rate on June 30, 2001 will receive a one-time, non-base bonus of four hundred dollars (\$400.00) during the first full pay period beginning on or after July 1, 2001.

F. Employees at the maximum salary rate on June 30, 2002 will receive a one-time, non-base bonus of four hundred dollars (\$400.00) during the first full pay period beginning on or after July 1, 2002.

G. Employees covered by this Agreement received no credit toward merit increases during

Fiscal Years 1996 and 1997. Therefore, the waiting period for their next merit increases on the A-Scale was increased by two (2) years.

“A” SCALE  
FOR  
SCHEDULE OF PAY GRADES  
FOR  
AFSCME LOCALS 2462 and 2735

MIN-MAX SYSTEM

PAY PLAN DESCRIPTION AND GENERAL RULES

A. Pay plan modifications effective Fiscal Year 2000

B. MIN-MAX pay plan derived as follows:

1. MINIMUM rate is the MINIMUM rate which will be effective as of Fiscal Year 2000.
2. MAXIMUM rate is the MAXIMUM rate which will be effective as of Fiscal Year 2000.

C. Merit increase for employees whose rate is between the MINIMUM rate and the MAXIMUM rate for their grade shall be granted at a rate of three and one-half percent (3.5%) in accordance with the Personnel Law. Employees will continue to receive three and one-half percent (3.5%) merit increases until one of the following occurs:

1. The employee reaches the MAXIMUM of his/her grade.
2. The three and one-half percent (3.5%) increase would establish their hourly rate one percent (1%) or less below the MAXIMUM rate in which case the hourly rate will instead be adjusted to equal the MAXIMUM applicable rate; or
3. The three and one-half percent (3.5%) merit adjustment would cause an employee's salary rated to exceed the MAXIMUM rate established for that grade, in which case the employee's salary will instead be adjusted to equal the MAXIMUM applicable rate.

D. Employees within the MINIMUM to MAXIMUM rate range will receive a salary increase upon promotion or reallocation at the rate of two (2) five percent (5%) steps (that is, 10.25%) provided that the employee's salary rate upon promotion shall not be at a rate less than the MINIMUM rate or in excess of the MAXIMUM rate.

E. Employees within the MINIMUM rate to MAXIMUM rate range who are demoted will

receive a salary decrease of two (2) five percent (5%) steps (that is, 10.25%), provided that in no event may the rate upon demotion be less than the MINIMUM rate or exceed the MAXIMUM rate of the new grade.

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

G. 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 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.

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

I. 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.

J. 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.

K. Construction Standards Inspectors can receive only one (1) of the five percent (5%) increases provided for in the two (2) paragraphs immediately above.

L. 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.

M. 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.

N. Traffic Service Workers who complete a County recognized certificate program related to Department of Public Works and Transportation traffic operations, will receive a five percent (5%) increase in their base hourly rate of pay.

O. Equipment Mechanics and Heavy Equipment Mechanics in the Office of Central Services, Fleet Management Division, shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in either the test series for Automobile (A1 through A8), Medium/Heavy Truck (T1 through T8), or the advanced level series L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

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

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

R. General Clerks (Service Writers) and Assistant Managers in the Office of Central Services, Fleet Management Division, shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in either the test series for Automobile (A1 through A8), Medium/Heavy Truck (T1 through T8), or the advanced levels L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

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

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

U. On a Department basis, the parties may develop and/or recognize job related certification



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

### **ARTICLE 13 -- HOURS OF WORK**

A. Except for employees working in special operations, the regular workday 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) workdays in any seven (7) day period, or in excess of eight (8) hours in a workday, provided that any such employee will be compensated for hours worked in excess of forty (40) hours in a workweek pursuant to Article 15 (Premium Pay). Where management converts a normal operation to a special operation, management will provide the Union and the affected employees with reasonable notice of their schedule change. The Union may place issues arising as a result of the conversion of an operation to a special operation on the agenda of the Labor-Management Committee for discussion, but such issues are not subject to the grievance and arbitration provisions of this Agreement.

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

C. Effective the first full pay period on or after July 1, 2001, employees covered by this Agreement and regularly assigned to night or shift work shall be paid one dollar and twenty cents (\$1.20) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m. Effective the first full pay period on or after July 1, 2002, employees covered by this Agreement and regularly assigned to night or shift work shall be paid one dollar and thirty cents (\$1.30) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.m. Part-time Transit Equipment Operators (Equipment Operator I) are eligible to receive shift differential for hours they work after 4:00 p.m. Notwithstanding the foregoing, the shift differential provided for herein will be paid to Animal Control Officers who work the evening shift for the hours they work after 3:00 p.m. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. Employees eligible for shift differential pay shall receive that pay for all paid status hours, to include approved paid leave hours and holidays.

D. Except for employees covered by Snow and Ice Removal provisions below, when the County is closed due to inclement weather and grants administrative leave to nonessential employees, essential employees who work their assigned shifts on that day will be granted the same number of hours of compensatory leave as nonessential employees were granted in administrative leave.

E. Where Transit Equipment Operators report for duty on a day the County is closed due to inclement weather, or other unforeseen causes, have completed their assigned duties and are released from duty for the balance of their shift, they will be granted administrative leave for the balance of the shift.

F. 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. Scheduled shifts will be posted before the end of each shift.

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

5. 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.

6. 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.

7. When employees are under a regular work schedule and a condition arises that would

change it to a special operation, no employee will be required to work more than twelve (12) consecutive hours in a day except as permitted by Federal or State Law, or unless the Governor, or designee declares a state of emergency.

8. 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**

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

1. 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.

2. 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.

3. 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.

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

B. To the extent permitted by applicable law, this provision applies to Animal Control Officers on Standby/Call-In only in so far as it is consistent with this provision 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 this work.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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**

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

B. Except for snow/ice removal, if the employer directs any employee to stand by, the employee will receive one and one-half (1 1/2) hours of compensatory leave or pay at the request of the employee and the approval of the Appointing Authority for each day on standby. Except for snow/ice removal, if the employer directs any employee covered by this agreement who works in the Storm Drain Management Division of the Department of Public Works and Transportation to stand by, the employee will receive one and one-half (1 1/2) hours of compensatory leave for each day on standby.

C. If the Employers direct an Animal Control Officer to stand by, 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. Time worked on call-out in excess of two (2) hours will be paid at the applicable rate.

D. Employees covered by this Agreement who are assigned to the Refuse Disposal Division or the Refuse Collection Division shall be paid a differential of one dollar and twenty cents (\$1.20) for each hour actually worked. Effective the first full pay period beginning on or after July 1, 2002, employees who are assigned to the Refuse Disposal Division or the Refuse Collection Division shall be paid a differential of one dollar and thirty cents (\$1.30). 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. Effective the first full pay period beginning on or after July 1, 1999, there will be a pay differential for Animal Control Officers of eighty cents (\$0.80) per hour. 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**

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

B. All permanent employees covered by this Agreement who are required by the County to wear safety shoes and who present appropriate proof of purchase for approved safety shoes shall be entitled to a reimbursement of up to two hundred dollars (\$200.00) during the two (2) year period covered by this Agreement toward the purchase of approved safety shoes. At the option of the Department Director, an allowance may be paid instead of a reimbursement.

C. Employees covered by this Agreement who work as mechanics in the Office of Central Services, the Department of Environmental Resources and the Department of Public Works and Transportation are required to furnish and maintain their own mechanic's tools in a serviceable condition. To assist in defraying the expenses associated with this obligation, these employees will be provided with a tool allowance of four hundred fifty dollars (\$450.00) per year in a check during the second full pay period in July.

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

E. Those Animal Control Officers who are provided uniforms will be paid a uniform maintenance allowance of four hundred twenty-five dollars (\$425.00) during FY2002 and FY2003 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.

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

G. Construction and Property Standards Inspectors and Refuse Collection Inspectors will receive an expense allowance of one hundred seventy-five dollars (\$175.00) per year for actual expenses reasonable and necessarily incurred in the performance of their job duties. The allowance will be paid in one (1) installment in July of each fiscal year.

H. Transit Equipment Operators in the Department of Public Works and Transportation and Construction Advisors, Section 8 Inspectors and Lead Inspectors in the Department of Housing and Community Development will receive a clothing allowance of two hundred fifty dollars (\$250.00) per year. The allowance will be paid in one (1) installment in July of each fiscal year.

## **ARTICLE 18 -- TEMPORARY ASSIGNMENTS**

A. Employees who are required to perform duties of a higher job classification after five (5) consecutive workdays 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.

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

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

## **ARTICLE 19 -- SAFETY AND HEALTH**

A. The County shall make every good faith effort to provide safe and healthy working conditions for employees. Employees shall refer any unsafe or unhealthy conditions to the County and the Union for their joint consideration. It is recognized that the County may reassign any employee until such conditions are resolved.

B. The Employer and the Union agree to establish a joint Labor-Management Safety Committee to meet as needed.

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

## **ARTICLE 20 -- PROBATIONARY PERIOD**

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

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

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

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

## **ARTICLE 21 -- PROMOTIONS**

A. Except for Promotions within the Equipment Operator Series as stated below, all promotions shall be governed by the County Personnel Law.

B. 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. Permanent part-time employees (Transit Equipment Operators (E.O.I's)) of the transit division shall receive equal treatment in the filling of vacant Equipment Operator I positions in the Highway Maintenance Division of the Department of Public Works and Transportation with consideration given for the applicant's seniority, provided that the applicant is qualified through competitive testing and has a satisfactory work record.

## **ARTICLE 22 -- TRANSFERS**

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

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

C. 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.

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

### **ARTICLE 23 -- SENIORITY**

A. County seniority is defined as the length of service with the County beginning at the employee's initial hire date as a County employee. Departmental seniority shall mean an employee's length of service with the department since the employee's date of employment within the department. An employee's length of service shall be computed from the date of the employee's initial employment and shall include all the time the employee served in a classified position. New employees names shall not be added to the seniority list [referred to in the paragraph C below but shall be listed in the probationary listing specified in the final paragraph below] until after their successful completion of probation.

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

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

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

### **ARTICLE 24 -- LAYOFF AND RECALL**

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

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



## **ARTICLE 25 -- PERSONNEL FILES**

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

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

B. 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.

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

## **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**

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

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

B. Employees who work on a year round part-time basis with a scheduled workweek of twenty (20) hours or more shall accrue leave in proportion to the hours worked.

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

D. An employee shall be allowed to carry over annual leave earned as of the last full pay

period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in the paragraph immediately above.

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

F. Employees shall accumulate annual leave 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 A above which may be granted after the employee's ninetieth (90th) calendar day of service. Any absence during the first ninety (90) days of service, except due to illness (chargeable to sick leave) or for administrative reasons, shall be charged as leave without pay.

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

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

I. Approved vacation requests shall not be subject to cancellation except in cases of emergency as determined by the Department Director, 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.

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

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

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

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

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

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

## **ARTICLE 28 -- SICK LEAVE**

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

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

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

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

E. 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.

F. The Union shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual leave by employees covered by this Agreement. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Agreement with a zero (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.

G. The administration of this sick leave bank shall be the responsibility of the Union. The County agrees to maintain the records of the sick leave bank and shall only be required to transfer sick leave from the bank to the account of an eligible employee upon receiving proper written authorization from the Union that the sick leave is to be transferred and after verification that the receiving employee has met all the necessary conditions of eligibility.

H. In addition to donations to the sick leave bank above, employees 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; or to donate accumulated sick leave to the Union sick leave bank.

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

- a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in the 1996 leave year (i.e. January 4, 1997), or three hundred sixty (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. 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.

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

### **ARTICLE 30 -- PERSONAL LEAVE**

Twenty-four (24) hours personal leave per wage reporting year shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment. Transit Equipment Operators (EO I's) who take a personal leave day will be given sufficient leave to cover their scheduled workday. Personal leave may be taken in increments of four (4) hours.

### **ARTICLE 31 -- MILITARY LEAVE**

A. 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.

B. 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, grandparents or spouse's grandparents, the employee may take up to five (5) 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. Notwithstanding the foregoing, the first three (3) leave days will be administrative leave days upon the death of a parent, spouse or child.

### **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**

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

B. Any requests for a leave of absence shall be submitted in writing by the employee to the employee's 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- 225.01)

### **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. Civic duty leave shall be granted at the discretion of the Appointing Authority.

### **ARTICLE 38 -- VOTING TIME**

Employees who are registered voters may be granted up to two (2) hours off with pay for the purpose of voting in state, county and federal primary and general elections if the employee

would otherwise be prevented from voting because of his/her work schedule.

### **ARTICLE 39 -- HOLIDAYS**

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

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

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

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

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

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

### **ARTICLE 40 -- HEALTH AND WELFARE**

A. The Employer shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance plan for any employee who elects to participate in the program.

Participating employees shall contribute the remaining twenty-five percent (25%).

B. 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.

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

D. The Employer shall contribute ninety percent (90%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

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

F. Employees who choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age, will pay the full cost of whichever option is chosen.

G. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to three thousand dollars (\$3,000.00) in a medical flexible spending account.

H. Group Life Insurance under the Beneflex Program. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred thousand dollars (\$100,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

I. The County agrees to establish a Joint Study Committee to explore the feasibility of a health insurance plan with no co-pay or follow-up co-pay within ninety (90) days following ratification of this Agreement.

J. The County's disability leave policy for employees covered by this Agreement is administered pursuant to the provisions of Section 16-224 of the 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.

K. Where an employee who is injured on the job has exhausted all available leave (including



IOJ) and is granted an unpaid leave of absence pursuant to Article 34 (Leave of Absence), the County will pay the Employer and employee share of the employee's health insurance during the leave of absence.

L. The 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.

M. During the term of this Agreement, employees covered by this Agreement, who are required to possess a commercial driver's license (CDL) to maintain their County employment will be permitted to utilize the services of the County's contractor for employee physical examinations, currently Dyne Medical, at the cost of twenty-five dollars (\$25.00) per required CDL examination. Employees are responsible for making appointments for their examinations and shall make their payments directly to the contractor for services rendered. The County will notify the Union and affected employees of any changes, including a different County contractor or the price of the examination.

#### **ARTICLE 41 -- SUPPLEMENTAL RETIREMENT BENEFIT**

A. Benefit Accrual and Amounts.

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

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 E, below.

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

B. Vesting.

1. Minimum Continuous Service Requirements.

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

2. Vested Benefit.

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

C. Benefit Payment.

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

D. Funding.

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

E. Definitions.

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

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

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

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

F. Hold Harmless for Supplemental Retirement and Leave Payout.

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

2. For any employee covered by this Agreement who retires on or after July 1, 1997, "Average Annual Compensation" as that term is defined in paragraph E (Definitions), above, will be calculated as if the employee had received any step increase the employee would otherwise have received during fiscal years 1996, 1997, 1998 and 1999 but for the suspension of such step increases. This salary shall also be applicable to calculating any leave payouts due upon retirement during this period of time. For those employees who retire between July 1999 and June 2001, Supplemental Retirement Benefits and leave payouts will be calculated as if employees had received their A-Scale merit increases on time.

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

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

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

Effective July 1, 2001, the benefit accrual rate in paragraph G, above, shall be increased from six percent (6%) to eight percent (8%) per year for up to twenty-five (25) years of service for an increase in normal benefit from fifteen percent (15%) to twenty percent (20%). The additional cost for this benefit enhancement will be paid totally by the County.

I. Part-time Employees.

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

J. IRS Pickup Plan

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

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

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

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

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

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

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

## **ARTICLE 42 -- DISCIPLINE AND DISCHARGE**

### **A. Section 1. Discipline**

1. Employees shall be disciplined only for just cause.

2. 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.

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

4. The Employer agrees to follow a progressive disciplinary policy utilizing the disciplinary methods permitted by the Personnel Law; provided, however, that the parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.

5. The Local President, Chief Shop Steward, and appropriate Steward shall receive copies of all written disciplinary actions and intended action.

6. At the employee's request, an employee covered by this Agreement may have Union representation when the employee is being questioned regarding any incident which could ultimately lead to an adverse action being taken against the employee.

B. Section 2. Discharge and Suspension

1. The Employer shall not discharge any employee without just cause. If in any case the Employer feels that there is just cause for discharge, the employee involved and the Union shall be notified at least forty-eight (48) hours in advance of such action.

2. Pending the investigation of charges which may result in the suspension or discharge of an employee or upon notice of intent to suspend or discharge an employee, the Employer may, in its discretion, place the employee on administrative leave in lieu of the measures available under the Personnel Law.

3. The Union shall have the right to take up the suspension and/or discharge at the department head level of the grievance procedure. Where an employee is suspended or discharged, the employee shall be granted the opportunity to have a Union representative present if the employee requests that one be present.

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

**ARTICLE 43 -- GRIEVANCE PROCEDURE**

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

1. Step 1.

a. When any employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the Local Union President or Shop Steward, shall give written notice of the grievance to the Department within ten (10) working days after the occurrence of the violation or within ten (10) working days following the time when the employee should reasonably have known of its occurrence. The written notice must be signed by the employee and his/her Union Representative and must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. The Local Union President or Shop Steward and the employee's supervisor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. The Department shall respond to the grievance not later than ten (10) working days after the meeting. If they fail to resolve the matter or no response is given within the prescribed period, the Union may, within five (5) working days thereafter, pursue Step 2 of the Grievance Procedure.

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

2. Step 2.

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

3. Step 3.

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

4. Step 4.

a. If the grievance shall have been submitted but not adjusted under Step 2, and further under Step 3 if appropriate, either the Union, through its Council 67 representative, or the County may request in writing, within 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 the Arbitrator's award for grievance, the County shall execute the award unless appealed.

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

c. Failure of the grieving party to adhere to the time limits established in this grievance procedure shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. Either party will be granted an automatic extension of ten (10) working days upon written notice to the other side. The Arbitrator shall have the authority to

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

#### **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 -- WORK RULES**

The employer agrees to furnish each employee in the bargaining unit with a copy of all new work rules that affect him/her not later than ten (10) calendar days after they become effective. New employees shall be provided with a copy of the work rules that affect them at the time they are hired. Employees may be required to acknowledge receipt by their signature. The Employer agrees to furnish the Local President/Union Official with a copy of Administrative Procedures relating to Personnel Law not later than twenty (20) calendar days after they become effective.

#### **ARTICLE 47 -- DURATION AND REOPENER**

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

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

For American Federation  
of State, County and  
Municipal Employees, AFL-CIO

For Prince George's County, Maryland:

\_\_\_\_\_  
Council 67

\_\_\_\_\_  
Kenneth E. Glover  
Chief Administrative Officer

\_\_\_\_\_  
Local 2462

\_\_\_\_\_  
Local 2735



**SALARY SCHEDULE A  
LOCALS 2462 AND 2735  
EFFECTIVE JULY 1, 2001  
PRINCE GEORGE'S COUNTY, MARYLAND**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A01		
HOURLY	7.7631	11.6731
BIWEEKLY	621.05	933.85
ANNUAL	16,147	24,280
A02		
HOURLY	8.1459	12.2395
BIWEEKLY	651.67	979.16
ANNUAL	16,943	25,458
A03		
HOURLY	8.5204	12.8392
BIWEEKLY	681.63	1027.14
ANNUAL	17,722	26,706
A04		
HOURLY	8.9442	13.4721
BIWEEKLY	715.54	1077.77
ANNUAL	18,604	28,022
A05		
HOURLY	9.3681	14.1216
BIWEEKLY	749.45	1129.73
ANNUAL	19,486	29,373
A06		
HOURLY	9.8225	14.2385
BIWEEKLY	785.80	1139.08
ANNUAL	20,431	29,616
A07		
HOURLY	10.2919	14.9379
BIWEEKLY	823.35	1195.03
ANNUAL	21,407	31,071
A08		
HOURLY	10.7917	15.6566
BIWEEKLY	863.34	1252.53
ANNUAL	22,447	32,566
A09		
HOURLY	11.3217	16.4374
BIWEEKLY	905.74	1314.99
ANNUAL	23,549	34,190
A10		
HOURLY	11.8668	17.2366
BIWEEKLY	949.34	1378.93
ANNUAL	24,683	35,852

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A11		
HOURLY	12.4423	18.0861
BIWEEKLY	995.38	1446.89
ANNUAL	25,880	37,619
A12		
HOURLY	13.048	18.9694
BIWEEKLY	1043.84	1517.55
ANNUAL	27,140	39,456
A13		
HOURLY	13.6989	19.9018
BIWEEKLY	1095.91	1592.14
ANNUAL	28,494	41,396
A14		
HOURLY	14.3656	20.8848
BIWEEKLY	1149.25	1670.78
ANNUAL	29,880	43,440
A15		
HOURLY	15.062	21.9175
BIWEEKLY	1204.96	1753.40
ANNUAL	31,329	45,588
A16		
HOURLY	15.8042	22.9835
BIWEEKLY	1264.34	1838.68
ANNUAL	32,873	47,806
A17		
HOURLY	16.5764	24.1161
BIWEEKLY	1326.11	1929.29
ANNUAL	34,479	50,161
A18		
HOURLY	17.3943	25.3158
BIWEEKLY	1391.54	2025.26
ANNUAL	36,180	52,657
A19		
HOURLY	18.2422	26.5651
BIWEEKLY	1459.38	2125.21
ANNUAL	37,944	55,255
A20		
HOURLY	19.1356	27.881
BIWEEKLY	1530.85	2230.48
ANNUAL	39,802	57,992
A21		
HOURLY	20.0745	29.2634
BIWEEKLY	1605.96	2341.07
ANNUAL	41,755	60,868

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A22		
HOURLY	21.074	30.696
BIWEEKLY	1685.92	2455.68
ANNUAL	43,834	63,848
A23		
HOURLY	22.104	32.2288
BIWEEKLY	1768.32	2578.30
ANNUAL	45,976	67,036
A24		
HOURLY	23.1941	33.8111
BIWEEKLY	1855.53	2704.89
ANNUAL	48,244	70,327
A25		
HOURLY	24.345	35.4935
BIWEEKLY	1947.60	2839.48
ANNUAL	50,638	73,826
A26		
HOURLY	25.5414	37.2591
BIWEEKLY	2043.31	2980.73
ANNUAL	53,126	77,499

The hourly rates are the April 8, 2001 rates plus \$.3125 per hour (\$650.00 per year). 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.

**SALARY SCHEDULE A  
LOCALS 2462 AND 2735  
EFFECTIVE AUGUST 12, 2001  
PRINCE GEORGE'S COUNTY, MARYLAND**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A01		
HOURLY	7.9378	11.9357
BIWEEKLY	635.02	954.86
ANNUAL	16,511	24,826
A02		
HOURLY	8.3292	12.5149
BIWEEKLY	666.33	1001.19
ANNUAL	17,325	26,031
A03		
HOURLY	8.7121	13.1281
BIWEEKLY	696.97	1050.25
ANNUAL	18,121	27,306
A04		
HOURLY	9.1454	13.7752
BIWEEKLY	731.64	1102.02
ANNUAL	19,023	28,652
A05		
HOURLY	9.5789	14.4393
BIWEEKLY	766.31	1155.15
ANNUAL	19,924	30,034
A06		
HOURLY	10.0435	14.5589
BIWEEKLY	803.48	1164.71
ANNUAL	20,890	30,282
A07		
HOURLY	10.5235	15.2740
BIWEEKLY	841.88	1221.92
ANNUAL	21,889	31,770
A08		
HOURLY	11.0345	16.0089
BIWEEKLY	882.76	1280.71
ANNUAL	22,952	33,298
A09		
HOURLY	11.5764	16.8072
BIWEEKLY	926.12	1344.58
ANNUAL	24,079	34,959

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A10		
HOURLY	12.1338	17.6244
BIWEEKLY	970.70	1409.95
ANNUAL	25,238	36,659
A11		
HOURLY	12.7223	18.4930
BIWEEKLY	1017.78	1479.44
ANNUAL	26,462	38,466
A12		
HOURLY	13.3416	19.3962
BIWEEKLY	1067.33	1551.70
ANNUAL	27,750	40,344
A13		
HOURLY	14.0071	20.3496
BIWEEKLY	1120.57	1627.97
ANNUAL	29,135	42,327
A14		
HOURLY	14.6888	21.3547
BIWEEKLY	1175.11	1708.38
ANNUAL	30,553	44,418
A15		
HOURLY	15.4009	22.4106
BIWEEKLY	1232.07	1792.85
ANNUAL	32,034	46,614
A16		
HOURLY	16.1598	23.5006
BIWEEKLY	1292.78	1880.05
ANNUAL	33,612	48,881
A17		
HOURLY	16.9494	24.6587
BIWEEKLY	1355.95	1972.70
ANNUAL	35,255	51,290
A18		
HOURLY	17.7857	25.8854
BIWEEKLY	1422.85	2070.83
ANNUAL	36,994	53,842
A19		
HOURLY	18.6526	27.1628
BIWEEKLY	1492.21	2173.03
ANNUAL	38,798	56,499
A20		
HOURLY	19.5662	28.5083
BIWEEKLY	1565.29	2280.67
ANNUAL	40,698	59,297

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A21		
HOURLY	20.5262	29.9218
BIWEEKLY	1642.09	2393.75
ANNUAL	42,694	62,237
A22		
HOURLY	21.5482	31.3867
BIWEEKLY	1723.85	2510.93
ANNUAL	44,820	65,284
A23		
HOURLY	22.6013	32.9539
BIWEEKLY	1808.11	2636.32
ANNUAL	47,011	68,544
A24		
HOURLY	23.7160	34.5718
BIWEEKLY	1897.28	2765.75
ANNUAL	49,329	71,909
A25		
HOURLY	24.8928	36.2921
BIWEEKLY	1991.42	2903.37
ANNUAL	51,777	75,488
A26		
HOURLY	26.1161	38.0974
BIWEEKLY	2089.29	3047.79
ANNUAL	54,321	79,243

The hourly rates are the July 1, 2001 rates multiplied by 102.25%. 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.

**SALARY SCHEDULE A  
LOCALS 2462 AND 2735  
EFFECTIVE JULY 14, 2002  
PRINCE GEORGE'S COUNTY, MARYLAND**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A01		
HOURLY	8.2503	12.2482
BIWEEKLY	660.02	979.86
ANNUAL	17,161	25,476
A02		
HOURLY	8.6417	12.8274
BIWEEKLY	691.33	1,026.19
ANNUAL	17,975	26,681
A03		
HOURLY	9.0246	13.4406
BIWEEKLY	721.97	1,075.25
ANNUAL	18,771	27,956
A04		
HOURLY	9.4579	14.0877
BIWEEKLY	756.64	1,127.02
ANNUAL	19,673	29,302
A05		
HOURLY	9.8914	14.7518
BIWEEKLY	791.31	1,180.15
ANNUAL	20,574	30,684
A06		
HOURLY	10.3560	14.8714
BIWEEKLY	828.48	1,189.71
ANNUAL	21,540	30,932
A07		
HOURLY	10.8360	15.5865
BIWEEKLY	866.88	1,246.92
ANNUAL	22,539	32,420
A08		
HOURLY	11.3470	16.3214
BIWEEKLY	907.76	1,305.71
ANNUAL	23,602	33,948
A09		
HOURLY	11.8889	17.1197
BIWEEKLY	951.12	1,369.58
ANNUAL	24,729	35,609

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A10		
HOURLY	12.4463	17.9369
BIWEEKLY	995.70	1,434.95
ANNUAL	25,888	37,309
A11		
HOURLY	13.0348	18.8055
BIWEEKLY	1,042.78	1,504.44
ANNUAL	27,112	39,116
A12		
HOURLY	13.6541	19.7087
BIWEEKLY	1,092.33	1,576.70
ANNUAL	28,400	40,994
A13		
HOURLY	14.3196	20.6621
BIWEEKLY	1,145.57	1,652.97
ANNUAL	29,785	42,977
A14		
HOURLY	15.0013	21.6672
BIWEEKLY	1,200.11	1,733.38
ANNUAL	31,203	45,068
A15		
HOURLY	15.7134	22.7231
BIWEEKLY	1,257.07	1,817.85
ANNUAL	32,684	47,264
A16		
HOURLY	16.4723	23.8131
BIWEEKLY	1,317.78	1,905.05
ANNUAL	34,262	49,531
A17		
HOURLY	17.2619	24.9712
BIWEEKLY	1,380.95	1,997.70
ANNUAL	35,905	51,940
A18		
HOURLY	18.0982	26.1979
BIWEEKLY	1,447.85	2,095.83
ANNUAL	37,644	54,492
A19		
HOURLY	18.9651	27.4753
BIWEEKLY	1,517.21	2,198.03
ANNUAL	39,448	57,149
A20		
HOURLY	19.8787	28.8208
BIWEEKLY	1,590.29	2,305.67
ANNUAL	41,348	59,947



<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A21		
HOURLY	20.8387	30.2343
BIWEEKLY	1,667.09	2,418.75
ANNUAL	43,344	62,887
A22		
HOURLY	21.8607	31.6992
BIWEEKLY	1,748.85	2,535.93
ANNUAL	45,470	65,934
A23		
HOURLY	22.9138	33.2664
BIWEEKLY	1,833.11	2,661.32
ANNUAL	47,661	69,194
A24		
HOURLY	24.0285	34.8843
BIWEEKLY	1,922.28	2,790.75
ANNUAL	49,979	72,559
A25		
HOURLY	25.2053	36.6046
BIWEEKLY	2,016.42	2,928.37
ANNUAL	52,427	76,138
A26		
HOURLY	26.4286	38.4099
BIWEEKLY	2,114.29	3,072.79
ANNUAL	54,971	79,893

The hourly rates are the August 12, 2001 rates plus \$.3125 per hour (\$650.00 per year). 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.

**SALARY SCHEDULE A  
LOCALS 2462 AND 2735  
EFFECTIVE AUGUST 11, 2002  
PRINCE GEORGE'S COUNTY, MARYLAND**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A01		
HOURLY	8.4359	12.5238
BIWEEKLY	674.87	1001.91
ANNUAL	17,547	26,050
A02		
HOURLY	8.8361	13.1160
BIWEEKLY	706.89	1049.28
ANNUAL	18,379	27,281
A03		
HOURLY	9.2277	13.7430
BIWEEKLY	738.21	1099.44
ANNUAL	19,194	28,585
A04		
HOURLY	9.6707	14.4047
BIWEEKLY	773.66	1152.38
ANNUAL	20,115	29,962
A05		
HOURLY	10.1139	15.0838
BIWEEKLY	809.12	1206.70
ANNUAL	21,037	31,374
A06		
HOURLY	10.5890	15.2060
BIWEEKLY	847.12	1216.48
ANNUAL	22,025	31,628
A07		
HOURLY	11.0798	15.9372
BIWEEKLY	886.38	1274.98
ANNUAL	23,046	33,149
A08		
HOURLY	11.6023	16.6886
BIWEEKLY	928.19	1335.09
ANNUAL	24,133	34,712
A09		
HOURLY	12.1564	17.5049
BIWEEKLY	972.52	1400.39
ANNUAL	25,285	36,410

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A10		
HOURLY	12.7263	18.3405
BIWEEKLY	1018.11	1467.24
ANNUAL	26,471	38,148
A11		
HOURLY	13.3280	19.2287
BIWEEKLY	1066.24	1538.29
ANNUAL	27,722	39,996
A12		
HOURLY	13.9613	20.1522
BIWEEKLY	1116.90	1612.17
ANNUAL	29,039	41,916
A13		
HOURLY	14.6418	21.1270
BIWEEKLY	1171.35	1690.16
ANNUAL	30,455	43,944
A14		
HOURLY	15.3389	22.1547
BIWEEKLY	1227.11	1772.38
ANNUAL	31,905	46,082
A15		
HOURLY	16.0669	23.2344
BIWEEKLY	1285.36	1858.75
ANNUAL	33,419	48,328
A16		
HOURLY	16.8429	24.3489
BIWEEKLY	1347.43	1947.91
ANNUAL	35,033	50,646
A17		
HOURLY	17.6503	25.5331
BIWEEKLY	1412.02	2042.65
ANNUAL	36,713	53,109
A18		
HOURLY	18.5054	26.7874
BIWEEKLY	1480.43	2142.99
ANNUAL	38,491	55,718
A19		
HOURLY	19.3919	28.0935
BIWEEKLY	1551.35	2247.48
ANNUAL	40,335	58,434
A20		
HOURLY	20.3259	29.4693
BIWEEKLY	1626.07	2357.54
ANNUAL	42,278	61,296

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A21		
HOURLY	21.3075	30.9146
BIWEEKLY	1704.60	2473.17
ANNUAL	44,320	64,302
A22		
HOURLY	22.3525	32.4124
BIWEEKLY	1788.20	2592.99
ANNUAL	46,493	67,418
A23		
HOURLY	23.4294	34.0149
BIWEEKLY	1874.35	2721.20
ANNUAL	48,733	70,751
A24		
HOURLY	24.5691	35.6692
BIWEEKLY	1965.53	2853.54
ANNUAL	51,104	74,192
A25		
HOURLY	25.7724	37.4282
BIWEEKLY	2061.79	2994.26
ANNUAL	53,607	77,851
A26		
HOURLY	27.0232	39.2742
BIWEEKLY	2161.86	3141.93
ANNUAL	56,208	81,690

The hourly rates are the July 14, 2002 rates multiplied by 102.25%. 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.

**APPENDIX 1****Job Classifications in Bargaining Units Represented by Local 2462**

*0001A	General Clerk I	A-06	6325A	Traffic Service Worker I	A-08
*0002A	General Clerk II	A-08	6326A	Traffic Service Worker II	A-10
*0003A	General Clerk III	A-10	6327A	Traffic Service Worker III	A-13
*0004A	General Clerk IV	A-12	6328A	Traffic Service Worker IV	A-15
*1210A	Parts Specialist I	A-12	6332A	Drywall Mechanic I	A-11
*1211A	Parts Specialist II	A-14	6333A	Drywall Mechanic II	A-13
*1231A	Supply/Property Clerk I	A-09	6334A	Drywall Mechanic III	A-15
*1232A	Supply/Property Clerk II	A-10	6335A	Sign Fabricator I	A-10
*1233A	Supply/Property Clerk III	A-12	6336A	Sign Fabricator II	A-13
*1234A	Supply/Property Clerk IV	A-14	6337A	Sign Fabricator III	A-15
6101A	Laborer I	A-06	6338A	Plumber I	A-12
6102A	Laborer II	A-08	6339A	Plumber II	A-13
6111A	Equipment Operator I	A-09	6340A	Plumber III	A-14
6112A	Equipment Operator II	A-11	6341A	Plumber IV	A-16
6113A	Equipment Operator III	A-13	6343A	Locksmith I	A-11
6114A	Master Equipment Operator	A-15	6344A	Locksmith II	A-13
6140A	Tree Trimmer I	A-11	6345A	Locksmith III	A-15
6141A	Tree Trimmer II	A-12	6360A	Trades Helper I	A-08
6142A	Tree Trimmer III	A-15	6361A	Trades Helper II	A-09
6211A	Crew Supervisor I	A-12	6364A	Cabinetmaker I	A-11
6212A	Crew Supervisor II	A-15	6365A	Cabinetmaker II	A-13
6213A	Crew Supervisor III	A-17	6366A	Cabinetmaker III	A-15
6240A	Maintenance Services Attendant I	A-10	6370A	Welder I	A-11
6241A	Maintenance Services Attendant II	A-11	6371A	Welder II	A-13
6242A	Maintenance Services Attendant III	A-13	6372A	Welder III	A-15
6250A	Master Trades Mechanic I	A-14	6373A	Carpenter I	A-11
6251A	Master Trades Mechanic II	A-16	6374A	Carpenter II	A-13
6306A	Masonry Mechanic I	A-11	6375A	Carpenter III	A-15
6307A	Masonry Mechanic II	A-12	6378A	Electrician I	A-12
6308A	Masonry Mechanic III	A-15	6379A	Electrician II	A-13
6321A	Painter I	A-10	6380A	Electrician III	A-14
6322A	Painter II	A-12	6381A	Electrician IV	A-16
6323A	Painter III	A-15	6390A	Overhead Door Mechanic I	A-11
6391A	Overhead Door Mechanic II	A-13	7103A	Custodian I	A-05
6392A	Overhead Door Mechanic III	A-15	7104A	Custodian II	A-07
6402A	Equipment Service Worker I	A-09	7110A	Custodian Supervisor	A-10
6403A	Equipment Service Worker II	A-12	7122A	Building Maintenance Attendant I	A-05

6404A	Equipment Service Worker III	A-14	7123A	Building Maintenance Attendant II	A-07
6406A	Equipment Mechanic I	A-15	7127A	Heating, Ventilating, And Air Conditioning Mechanic I	A-12
6407A	Equipment Mechanic II	A-16	7128A	Heating, Ventilating, And Air Conditioning Mechanic II	A-13
6408A	Equipment Mechanic III	A-17	7129A	Heating, Ventilating, And Air Conditioning Mechanic III	A-14
6410A	Heavy Equipment Mechanic I	A-15	7130A	Heating, Ventilating, And Air Conditioning Mechanic IV	A-16
6411A	Heavy Equipment Mechanic II	A-16	7132A	Building Engineer I	A-14
6412A	Heavy Equipment Mechanic III	A-17	7133A	Building Engineer II	A-15
*6416A	Machinist I	A-15	7134A	Building Engineer III	A-16
*6417A	Machinist II	A-16	7215A	Property Attendant	A-04
*6418A	Machinist III	A-17			
*6424A	Master Equipment Mechanic	A-19			
6428A	Assistant Garage Supervisor	A-21		*Fleet Management Garages only.	

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

\*Animal Control Facility only

## **APPENDIX 2**

### **IMPLEMENTATION OF U.S. DEPARTMENT OF TRANSPORTATION ALCOHOL AND CONTROLLED SUBSTANCES TESTING REQUIREMENTS**

County Administrative Procedure on CDL will be attached as Appendix 2.