

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2003 Legislative Session

Bill No. _____ CB-54-2003 _____

Chapter No. _____ 45 _____

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

Introduced by _____ Council Members Hendershot, Dean, Exum, Harrington, Peters and Knotts _____

Co-Sponsors _____

Date of Introduction _____ July 8, 2003 _____

BILL

1 AN ACT concerning

2 Collective Bargaining Agreement - Council 67,

3 American Federation of State, County and Municipal Employees

4 AFL-CIO, and its affiliated Local 3279

5 (Department of Environmental Resources - Clerical Units I and II)

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

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

8 AFL-CIO and its affiliated Local 3279 (Department of Environmental Resources - Clerical Units

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

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

11 Board.

12 BY repealing and reenacting with amendments:

13 SUBTITLE 16. PERSONNEL.

14 Section 16-233(f)(19),

15 The Prince George's County Code

16 (1999 Edition, 2002 Supplement).

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

18 Maryland, that Section 16-233(f)(19) of the Prince George's County Code be and the same is

19 hereby repealed and reenacted with the following amendments:

20 SUBTITLE 16. PERSONNEL.

21 DIVISION 19. COLLECTIVE BARGAINING.

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

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

3 (19) Declaration of Approval - Local 3279, American Federation of State, County and
4 Municipal Employees, AFL-CIO (Department of Environmental Resources - Clerical Units I and
5 II).

6 The County Council of Prince George's County, Maryland, having fully considered
7 [the amendment to] the labor agreement concluded between Prince George's County, Maryland
8 and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and
9 its affiliated Local 3279 (Department of Environmental Resources - Clerical Units I and II), on
10 [September 21, 2001] July 7, 2003, hereby approves said agreement [and the amendment thereto]
11 in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

12 SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
13 calendar days after it becomes law and that the agreement shall be retroactively effective to
14 July 1, 2003.

Adopted this 29th day of July, 2003.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Peter A. Shapiro
Chair

ATTEST:

Redis C. Floyd
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Jack B. Johnson
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 LOCAL 3279

July 1, 2003 - June 30, 2005

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 -- PURPOSE	1
ARTICLE 2 -- RECOGNITION	1
ARTICLE 3 -- MANAGEMENT'S RIGHTS.....	1
ARTICLE 4 -- DISCRIMINATION.....	1
ARTICLE 5 -- COOPERATION.....	2
ARTICLE 6 -- SHOP STEWARDS/UNION OFFICIALS	2
ARTICLE 7 -- UNION SECURITY.....	3
ARTICLE 8 -- UNION COMMUNICATIONS	4
ARTICLE 9 -- UNION BUSINESS LEAVE	5
ARTICLE 10 -- P.E.O.P.L.E. DEDUCTION	6
ARTICLE 11 -- NO STRIKE OR LOCKOUT	6
ARTICLE 12 -- WAGES	6
ARTICLE 13 -- HOURS OF WORK.....	7
ARTICLE 14 -- REST PERIOD.....	9
ARTICLE 15 -- PREMIUM PAY.....	9
ARTICLE 16 -- CALL-IN PAY.....	10
ARTICLE 17 -- WORK CLOTHING.....	10
ARTICLE 18 -- TEMPORARY ASSIGNMENTS.....	11
ARTICLE 19 -- SAFETY AND HEALTH	11
ARTICLE 20 -- PROBATIONARY PERIOD	11
ARTICLE 21 -- PROMOTIONS	12
ARTICLE 22 -- TRANSFERS	13
ARTICLE 23 -- SENIORITY	13
ARTICLE 24 -- LAYOFF AND RECALL	14
ARTICLE 25 -- PERSONNEL FILES	14
ARTICLE 26 -- SUBCONTRACTING.....	15
ARTICLE 27 -- ANNUAL LEAVE.....	15
ARTICLE 28 -- SICK LEAVE	16
ARTICLE 29 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION	17

ARTICLE 30 -- PERSONAL LEAVE	18
ARTICLE 31 -- MILITARY LEAVE.....	19
ARTICLE 32 -- BEREAVEMENT LEAVE.....	20
ARTICLE 33 -- JURY DUTY.....	20
ARTICLE 34 -- LEAVE OF ABSENCE.....	20
ARTICLE 35 -- FAMILY AND MEDICAL LEAVE.....	20
ARTICLE 36 -- BLOOD DONATION LEAVE.....	20
ARTICLE 37 -- CIVIC DUTY LEAVE.....	21
ARTICLE 38 -- VOTING TIME	21
ARTICLE 39 -- HOLIDAYS	21
ARTICLE 40 -- HEALTH AND WELFARE.....	22
ARTICLE 41 -- SUPPLEMENTAL RETIREMENT BENEFIT	23
ARTICLE 42 -- DISCIPLINE AND DISCHARGE.....	23
ARTICLE 43 -- GRIEVANCE PROCEDURE	24
ARTICLE 44 - JOB DESCRIPTION.....	26
ARTICLE 45 -- ENTIRE UNDERSTANDING	26
ARTICLE 46 -- SAVINGS CLAUSE.....	26
ARTICLE 47 -- DURATION AND REOPENER.....	26
ATTACHMENT A - SCHEDULED PAY RATES	28
ATTACHMENT B -- MODIFIED C-SCALE	42
ATTACHMENT C - PUBLIC EMPLOYEES RELATIONS BOARD (PERB) CERTIFICATION LIST.....	47

ARTICLE 1 -- PURPOSE

This Collective Bargaining Agreement ("Agreement") is entered into by Prince George's County, Maryland ("County" or "Employer") and Council 67 of the American Federation of State, County and Municipal Employees and its affiliated Local 3279 ("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.

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 Case Nos. 16-39-00260-89W and 16-390-00238-94 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 in Attachment C.

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

ARTICLE 3 -- MANAGEMENT'S RIGHTS

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

ARTICLE 4 -- DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, religion, national origin, disability or political affiliation. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

B. The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the County or any County representative against any employee because of Union membership or because of

any employee activity in an official capacity on behalf of the Union.

C. The Union agrees that it will not discriminate against any employee in regard to membership, non-membership, or holding office in the Union because of race, disability, age, marital status, political affiliation, religion, color, sex, sexual orientation or national origin.

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

E. The County agrees to provide the Union with a copy of the Affirmative Action Plan. Additionally, the Employer will provide a copy of the Equal Employment Opportunity complaint procedure to an employee upon his/her request.

F. Administrative leave will be granted by the employee's Appointing Authority where an employee is subpoenaed to appear before a court or otherwise officially requested to appear before a public body, public agency or commission on matters relating to this Article.

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 parties agree to participate in a Labor-Management Committee, which may meet as issues arise, but no more than once a month, unless agreed to by both parties. The Committee will consist of no more than three (3) members each from Labor and Management. The Labor members may be selected from the Local Union President, the Local Union Shop Stewards, the Chief Steward, or Council 67 representatives. The parties may agree in the context of a specific meeting to have more than three (3) representatives from each side. When agenda items affect a specific group of employees covered by this Agreement (e.g., landfill employees), a group representative may, at the Union's request, also be permitted to attend the meeting.

ARTICLE 6 -- SHOP STEWARDS/UNION OFFICIALS

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

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

Unit I (5)

- a. 2 - Inglewood III
- b. 1 - Tech Center IV
- c. 1 - Landfill
- d. 1 - County Administration Building

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

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

C. AFSCME 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, upon the presentation of service fee authorization by the Union to the County, shall be entitled to have such employees' service fees deducted from their paychecks on a biweekly basis and remitted to the Union.

E. 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 for distribution of official Union communications to employees covered by this Agreement; and further provided that the courier service will not be responsible for mass distribution of individually addressed communications. The Union will also be permitted reasonable use of the County telephone, electronic mail system and/or photocopy systems, provided the Union provides its own paper.

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 241, 1170, 2462, 2735, 3389, and 3279 and Council 67 shall appoint one (1) bargaining unit member from all of the units represented by AFSCME Locals 241, 1170, 2462, 2735, 3389 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. 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) calendar year. Two (2) Local delegates for employees covered by this Agreement shall be approved for not more than six (6) days administrative leave for attendance at such conventions and/or conferences, and such leave shall not be unreasonably withheld.

C. Additionally, any member covered under this Agreement shall be granted administrative leave to attend Union sponsored training classes during a calendar year. A single bank of fifty-five (55) days administrative leave per calendar year will be available to attend Union sponsored training classes, conventions and/or conferences. The members of the negotiating team shall be granted up to eight (8) hours of administrative leave each to prepare for negotiations.

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 department, 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 department head 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 two (2) weeks in advance of such unpaid leave, and the request shall stipulate the time of such leave of absence. In no case shall such Union business leave exceed one (1) year. The leave may be extended for an additional one (1) year by consent of the County in the same manner as originally requested. Such approval shall not be unreasonably withheld.

F. A parking permit will be provided to the Local 3279 President and Council 67 Representative for the County Administration Building and for the County Service Building for the purpose of conducting Union business at these locations.

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 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. Cost of Living Adjustments

1. Effective the first full pay period beginning on or after October 1, 2003, employees covered by this Agreement will receive a one percent (1%) increase to their base wages.

2. Effective the first full pay period beginning on or after January 1, 2004, employees covered by this Agreement will receive a one percent (1%) increase to their base wages.

3. Effective the first full pay period beginning on or after April 1, 2004, employees covered by this Agreement will receive a one percent (1%) increase to their base wages.

4. Effective the first full pay period beginning on or after October 1, 2004, employees covered by this Agreement will receive a one percent (1%) increase to their base wages.

5. Effective the first full pay period beginning on or after January 1, 2005, employees covered by this Agreement will receive a one percent (1%) increase to their base wages.

6. Effective the first full pay period beginning on or after April 1, 2005, employees covered by this Agreement will receive a one percent (1%) increase to their base wages.

B. Modified Wage Scale. Modifications to the Wage Scale as described in Attachment B, Section I. PAY PLAN DESCRIPTION AND GENERAL RULES, attached hereto, are effective beginning July 1, 2001.

1. Effective the first full pay period beginning on or after July 1, 2001, the SENIOR RATE was increased from six (6%) to seven percent (7%) above the MAXIMUM RATE.

2. Effective the first full pay period beginning on or after July 1, 2001, the SENIOR PLUS RATE was increased from six percent (6%) to seven percent (7%) above the SENIOR RATE.

3. Effective July 1, 2003, Longevity Step L1 is established at two and one-half percent (2 1/2%) above the SENIOR PLUS rate. Employees who have completed seventeen (17) years of service (after subtracting two (2) years for lack of credit toward a merit increase during Fiscal Year 1996 and Fiscal Year 1997) will be eligible to advance to Longevity Step L1.

C. Merit Increases: Employees covered by this Agreement who are eligible will receive merit increases during Fiscal Year 2004 and Fiscal Year 2005.

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

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

F. Employees covered by this Agreement, and hired before July 1, 2003, will keep the anniversary date that they held on July 1, 2003 for as long as they are continuously employed. Employees transferred, promoted or demoted into this bargaining unit on or after July 1, 2003 will take the date of said transfer, promotion or demotion as their new anniversary date for as long as they are continuously employed.

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

C. Effective the first full pay period beginning 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 fifteen cents (\$1.15) per hour above the established rates on shifts which commence between the hours of 3:00 p.m. and 7:00 a.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. Effective the first full pay period beginning 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 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. 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.

E. The Employer will identify essential positions. Each essential employee will be notified in writing of the essential status of his/her position at the time of hire and/or annual evaluation.

F. All essential employees who are required to report to work when an emergency is declared will be compensated at the rate of two (2) times their regular rate of pay for overtime work done when the County Government is closed.

G. The Union and the Employer will meet within ninety (90) days of the adoption date of this Agreement to discuss and determine the feasibility of an alternative work schedule.

H. 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 (1st) day of a snow and ice removal special operation are relieved of duty prior to completion of their regularly scheduled shift, the employees will be paid administrative leave or compensatory leave at the straight-time rate on an hour for hour basis for the balance of their regularly scheduled shift hours not actually worked. On subsequent days, employees who work fewer than a total of eight (8) hours during the day (whether straight-time or overtime) will be paid the difference between the number of hours worked and eight (8) hours in administrative leave or compensatory leave at the straight-time rate. In all cases, however, the employee will receive a minimum of eight (8) hours (overtime and straight time combined) of

pay per day. The decision as to whether to pay compensatory or administrative leave is solely the Director's, provided, however, that any compensatory leave so earned will not be forfeited.

5. An employee who has an unexcused absence from work (i.e., AWOL) during any workweek in which these snow and ice removal provisions are involved will forfeit the benefits of these provisions and will be paid only for hours actually worked on snow and ice removal that week in accordance with the other terms of this Agreement.

6. Notwithstanding Article 39 (Holidays), when a holiday is observed on a day that a special operation is designated for snow and ice removal, any employee covered by this Agreement who works on that day will be paid at the rate of two and one-half (2 1/2) times their regular rate for all hours worked when the special operation is in effect on the holiday.

ARTICLE 14 -- REST PERIOD

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

ARTICLE 15 -- PREMIUM PAY

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. 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.

C. An employee may elect to accrue compensatory leave in lieu of pay at the appropriate overtime rate for all authorized overtime hours 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.

D. 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.

E. 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.

F. 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.

G. Effective Fiscal Year 2004, Weighmasters shall receive a differential of sixty-five cents (\$.65) for all productive hours worked at the landfill. 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.

ARTICLE 16 -- CALL-IN PAY

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

ARTICLE 17 -- WORK CLOTHING

A. All permanent employees covered by this Agreement who are employed by the Department of Environmental Resources at the Landfill Garage 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 reimbursement of up to two hundred ten dollars (\$210.00) during the two (2) year period covered by this Agreement toward the purchase of approved safety shoes.

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. Management will process the required paperwork promptly.
- 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.

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.

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. 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. The parties also recognize that Management has the right to hire employees into jobs in a classification that is dually-allocated on a "non-dual allocation" basis, and in these cases, the foregoing provision does not apply (i.e., the probationary period is the normal six (6) months).

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

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

1. General Procedures Applicable To All Promotions

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

2. Promotions To Positions Covered By This Agreement

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

3. Probationary Period Applicable To All Promotions

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

ARTICLE 22 -- TRANSFERS

- 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 well qualified applicant for the vacancy and the transfer will not impair the effectiveness of the department's operations. If more than one (1) employee has requested transfer to a vacant position and they are all equally qualified, priority will be given to the employee with the greatest departmental seniority.
- 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 and the employee did not request the transfer, the employee will receive ten (10) working days advance written notice of the transfer where possible. 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 uninterrupted service with the Employer beginning at the employee's initial hire date as a County employee. Departmental seniority shall mean an employee's length of continuous service with the department since the employee's date of employment within the department. An employee's length of continuous service shall be computed from the date of the employee's current employment; provided, however, that new employee's names shall not be added to the seniority list referred to in D., below, but shall be listed in the probationary listing specified in the final paragraph below.
- B. Seniority shall only be interrupted by a break in continuous service as listed below:
1. Voluntary resignation.
 2. Retirement.
 3. Discharge for just cause.
 4. Failure or refusal to return to work within ten (10) calendar days after being recalled from layoff by certified or registered mail addressed to the employee's last known address shown on the employee's personnel record.
 5. Absence of three (3) consecutive workdays without reporting to the County unless the

employee can establish justification for such failure to report.

6. Disability Termination.

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

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

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

F. The County shall furnish to the Union, at least once a month, written notice of all new employees in bargaining unit positions showing their hire date, job title, salary and work location. The list shall also include all permanent transfers of County employees into and out of the bargaining unit positions.

ARTICLE 24 -- LAYOFF AND RECALL

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

B. The duly elected President of the Local shall be granted superseniority for the duration of his/her time of office. The grant of superseniority means that the Union President will be the last bargaining unit employee to be laid off in the event that a reduction-in-force affects bargaining unit employees. Once out of office, the former President 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:

At the employee's written request (which request shall not be made part of the personnel file), records of discipline up to and including 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 department will distribute the employee's copy of any processed Personnel Information Document in a manner which ensures confidentiality.

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).

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. Annual leave hours in excess of the maximum allowed to be carried over to the next leave year shall be converted to sick leave.

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

G. Employees shall accumulate annual leave while serving their initial probationary period, but shall not be granted annual leave during the first ninety (90) days of service with the County. 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.

H. Annual leave shall be requested as far in advance as possible and approved no less than one (1) working day in advance of use; provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for the leave. Upon request, annual leave shall be granted based upon the Employer's operational needs. If the nature of the Employer's operations makes it necessary to limit the number of employees on vacation at one time, the employee with the greater seniority will be given the choice of vacation periods in the event of any conflict over vacation periods.

I. 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.

J. 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.

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

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

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

E. 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.

F. 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.

G. 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

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

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

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

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

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 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, or as otherwise established by an applicable collective bargaining agreement and/or salary schedule. Sick leave earned beginning the first pay period of 1997 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 System.

ARTICLE 30 -- PERSONAL LEAVE

Twenty-eight (28) hours personal leave per wage reporting year shall be granted to each employee eligible for annual leave. This will include the four (4) hours granted in lieu of General Election Day. Personal leave shall be requested and approved in advance of use. Personal leave may be used in one-hour increments. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

ARTICLE 31 – MILITARY LEAVE

Military leave shall be approved for an employee by the employee's Appointing Authority as follows:

1. Military Leave With Pay

a. Military Leave with pay, not to exceed fifteen (15) working days per wage reporting year, shall be granted to employees who are Reservists or members of the National Reserve or Guard ordered to active training duty. In addition, military leave with pay shall be approved by the Appointing Authorities for employees who are members of the National Reserve or Guard when ordered on domestic emergency duty related to disaster relief or civil disturbance, provided, however, that such leave shall not exceed fifteen (15) working days for each such domestic emergency, except where longer leave periods are authorized under the provisions of Article 65, Section 42 of the Annotated Code of Maryland.

2. Military Leave Without Pay

a. Military leave without pay shall be approved by an Appointing Authority when an employee enlists or is drafted into the United States Armed Forces during a time of war or a time of national emergency or, upon exhaustion of an employee's military leave with pay entitlement, when a member of the National Reserve or Guard is required to perform active duty for training or inactive duty training in accordance with Section 2024 of Title 38 of the United States Code (Veterans Reemployment Act).

3. Restoration to Position After Military Leave Without Pay

a. An employee shall be entitled to return to the position the employee occupied at the time the employee was granted military leave without pay, as provided in subparagraph 2.a., above, subject to the following conditions:

(1) The employee requests the employee's Appointing Authority to restore the employee to the employee's position within ninety (90) calendar days after the effective date of the employee's discharge from active military duty; and,

(2) The employee, if hospitalized at the time of discharge from active military duty, requests the employee's Appointing Authority to restore the employee to the employee's position within ninety (90) calendar days after discharge from the hospital; and,

(3) The employee was discharged from active military duty under honorable conditions; and,

(4) In the event an employee sustains a disability during military service and cannot perform the duties of his or her former position, the employee shall be reinstated in a position with similar pay, circumstances and seniority.

ARTICLE 32 -- BEREAVEMENT LEAVE

In the event of the death of an employee's parent, parent-in-law, son- or daughter-in-law, brother- or sister-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. If the employee does not have sick leave available, annual leave, compensatory leave and/or personal leave may be used. Notwithstanding the foregoing, the first three (3) leave days will be administrative leave days upon the death of a spouse, sibling, parent 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.

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 Jr.'s Birthday;
3. Presidential Inauguration Day;
4. Washington's Birthday;
5. Memorial Day;
6. Independence Day;
7. Labor Day;
8. County Employees' Appreciation Day;
9. Columbus Day;
10. Veteran's Day;
11. Thanksgiving Day; 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 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 may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

G. Employees may contribute up to 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 fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

I. The County shall provide the Union with copies of all RFPs for health care at the same time as such requests are let for bid. Upon request, the County shall meet and confer with the Union prior to the selection of any health care provider for members of the bargaining unit.

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.

ARTICLE 41 -- SUPPLEMENTAL RETIREMENT BENEFIT

Employees covered by this Agreement shall participate in the Supplemental Pension Plan for employees covered by the labor agreements between the County and AFSCME Council 67 and its Locals 2462 and 2735 and will participate in the Plan on the same basis (in terms of funding, vesting, IRS Pickup Plan, etc.) and at the same rate of benefit accrual as employees covered by the Agreements with Council 67 and its Locals 2462 and 2735. Upon request, the Office of Personnel and Labor Relations will provide bargaining unit members a statement of their accrued benefits and account balances.

ARTICLE 42 -- DISCIPLINE AND DISCHARGE

Section 1. Discipline

A. Employees shall be disciplined only for just cause.

B. If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

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

D. The parties agree to follow a progressive disciplinary policy utilizing the disciplinary methods permitted by the Personnel Law; provided, however, that the parties also recognize and

agree that initial disciplinary action should be consistent with the severity of the offense.

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

F. The County agrees to provide a copy of the referenced Personnel Law when an employee receives notice of the intent to discipline.

Section 2. Discharge and Suspension

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

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

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

ARTICLE 43 -- GRIEVANCE PROCEDURE

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

1. Step 1.

a. When any employee subject to the provisions of this Agreement judges that he or she is aggrieved by a violation of this Agreement, he or 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 or 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 a 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 Chief Labor Negotiator or designee 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 Chief Labor Negotiator or designee, within ten (10) days after receipt of the answer at Step 2. Within ten (10) days after receipt of the appeal, the Chief Labor Negotiator or designee and the Union will meet to discuss the grievance. The Chief Labor Negotiator, or 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 - JOB DESCRIPTION

The signature on job descriptions of employees covered by this Agreement is an acknowledgment of the employee's assignment of duties, tasks and responsibilities. This signature, however, does not preclude the option to pursue a grievance regarding whether job duties and responsibilities are outside of an employee's job classification.

ARTICLE 45 -- ENTIRE UNDERSTANDING

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

ARTICLE 46 -- SAVINGS CLAUSE

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

ARTICLE 47 -- DURATION AND REOPENER

This Agreement shall become effective on July 1, 2003, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2005. This Agreement shall be automatically renewed from year to year after June 30, 2005 unless either party shall notify the other in writing no later than October 1, 2004 (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 _____, 2003, 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

Patricia J. Fletcher
Staff Representative, Council 67

Jack B. Johnson
County Executive

Sharon A. Rendon
President, Local 3279

ATTACHMENT A - SCHEDULED PAY RATES
SALARY SCHEDULE C
SCHEDULE OF PAY GRADES
EFFECTIVE JULY 1, 2003
PRINCE GEORGE'S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C02					
HOURLY	6.9487	10.2390	10.9557	11.7226	12.0157
BIWEEKLY	555.89	819.12	876.45	937.81	961.26
ANNUAL	14,453	21,297	22,788	24,383	24,993
C03					
HOURLY	7.2959	10.7509	11.5035	12.3088	12.6165
BIWEEKLY	583.67	860.08	920.28	984.70	1009.32
ANNUAL	15,176	22,362	23,927	25,602	26,242
C04					
HOURLY	7.6608	11.2884	12.0786	12.9241	13.2472
BIWEEKLY	612.86	903.07	966.29	1033.93	1059.78
ANNUAL	15,934	23,480	25,123	26,882	27,554
C05					
HOURLY	8.0437	11.8528	12.6825	13.5703	13.9096
BIWEEKLY	643.50	948.22	1014.60	1085.62	1112.76
ANNUAL	16,731	24,654	26,380	28,226	28,932
C06					
HOURLY	8.4460	12.4454	13.3166	14.2488	14.6050
BIWEEKLY	675.68	995.63	1065.33	1139.90	1168.40
ANNUAL	17,568	25,886	27,699	29,637	30,378
C07					
HOURLY	8.8681	13.0677	13.9825	14.9613	15.3353
BIWEEKLY	709.45	1045.42	1118.60	1196.90	1226.82
ANNUAL	18,446	27,181	29,084	31,119	31,897
C08					
HOURLY	9.3116	13.7213	14.6817	15.7095	16.1022
BIWEEKLY	744.93	1097.70	1174.54	1256.76	1288.18
ANNUAL	19,368	28,540	30,538	32,676	33,493
C09					
HOURLY	9.7770	14.4072	15.4157	16.4948	16.9072
BIWEEKLY	782.16	1152.58	1233.26	1319.59	1352.58
ANNUAL	20,336	29,967	32,065	34,309	35,167
C10					
HOURLY	10.2659	15.1277	16.1866	17.3197	17.7527
BIWEEKLY	821.27	1210.22	1294.93	1385.58	1420.22
ANNUAL	21,353	31,466	33,668	36,025	36,926

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C11					
HOURLY	10.7792	15.8841	16.9960	18.1857	18.6403
BIWEEKLY	862.33	1270.73	1359.68	1454.86	1491.23
ANNUAL	22,421	33,039	35,352	37,826	38,772
C12					
HOURLY	11.3181	16.6781	17.8456	19.0947	19.5721
BIWEEKLY	905.45	1334.25	1427.64	1527.58	1565.77
ANNUAL	23,542	34,690	37,119	39,717	40,710
C13					
HOURLY	11.8840	17.5123	18.7381	20.0498	20.5510
BIWEEKLY	950.72	1400.98	1499.05	1603.98	1644.08
ANNUAL	24,719	36,426	38,975	41,704	42,747
C14					
HOURLY	12.4782	18.3879	19.6751	21.0524	21.5787
BIWEEKLY	998.26	1471.04	1574.01	1684.19	1726.29
ANNUAL	25,955	38,247	40,924	43,789	44,884
C15					
HOURLY	13.1019	19.3072	20.6587	22.1048	22.6574
BIWEEKLY	1048.15	1544.58	1652.70	1768.39	1812.60
ANNUAL	27,252	40,159	42,970	45,978	47,127
C16					
HOURLY	13.7574	20.2725	21.6916	23.2100	23.7903
BIWEEKLY	1100.59	1621.80	1735.33	1856.80	1903.22
ANNUAL	28,615	42,167	45,119	48,277	49,484
C17					
HOURLY	14.4451	21.2860	22.7760	24.3703	24.9796
BIWEEKLY	1155.61	1702.88	1822.08	1949.63	1998.37
ANNUAL	30,046	44,275	47,374	50,690	51,957
C18					
HOURLY	15.1674	22.3504	23.9149	25.5890	26.2287
BIWEEKLY	1213.39	1788.03	1913.19	2047.12	2098.30
ANNUAL	31,548	46,489	49,743	53,225	54,556
C19					
HOURLY	15.9258	23.4681	25.1108	26.8686	27.5403
BIWEEKLY	1274.06	1877.45	2008.87	2149.49	2203.227
ANNUAL	33,126	48,814	52,231	55,887	57,284

The hourly rates are the July 14, 2002 rates, with the addition of Longevity Step L1. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE C
SCHEDULE OF PAY GRADES
EFFECTIVE OCTOBER 5, 2003
PRINCE GEORGE'S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C02					
HOURLY	7.0182	10.3414	11.0653	11.8398	12.1358
BIWEEKLY	561.45	827.31	885.21	947.19	970.87
ANNUAL	14,598	21,510	23,016	24,627	25,243
C03					
HOURLY	7.3689	10.8584	11.6185	12.4319	12.7427
BIWEEKLY	589.51	868.68	929.48	994.55	1019.41
ANNUAL	15,328	22,586	24,166	25,858	26,504
C04					
HOURLY	7.7374	11.4013	12.1994	13.0533	13.3797
BIWEEKLY	618.99	912.10	975.95	1044.27	1070.38
ANNUAL	16,093	23,715	25,374	27,151	27,830
C05					
HOURLY	8.1241	11.9713	12.8093	13.7060	14.0487
BIWEEKLY	649.94	957.70	1024.75	1096.48	1123.89
ANNUAL	16,898	24,901	26,644	28,508	29,221
C06					
HOURLY	8.5305	12.5699	13.4498	14.3913	14.7511
BIWEEKLY	682.44	1005.59	1075.98	1151.30	1180.08
ANNUAL	17,744	26,145	27,976	29,933	30,682
C07					
HOURLY	8.9568	13.1984	14.1223	15.1109	15.4887
BIWEEKLY	716.54	1055.87	1129.79	1208.87	1239.09
ANNUAL	18,630	27,453	29,375	31,430	32,216
C08					
HOURLY	9.4047	13.8585	14.8285	15.8666	16.2633
BIWEEKLY	752.38	1108.68	1186.29	1269.33	1301.06
ANNUAL	19,562	28,825	30,843	33,003	33,828
C09					
HOURLY	9.8748	14.5513	15.5699	16.6597	17.0762
BIWEEKLY	789.98	1164.11	1245.59	1332.79	1366.11
ANNUAL	20,539	30,267	32,386	34,652	35,518
C10					
HOURLY	10.3686	15.2790	16.3485	17.4929	17.9302
BIWEEKLY	829.48	1222.32	1307.88	1399.44	1434.42
ANNUAL	21,567	31,781	34,005	36,385	37,295

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C11					
HOURLY	10.8870	16.0429	17.1660	18.3676	18.8267
BIWEEKLY	870.95	1283.44	1373.28	1469.41	1506.14
ANNUAL	22,645	33,369	35,706	38,204	39,159
C12					
HOURLY	11.4313	16.8449	18.0241	19.2856	19.7678
BIWEEKLY	914.50	1347.59	1441.92	1542.86	1581.43
ANNUAL	23,777	35,037	37,490	40,114	41,117
C13					
HOURLY	12.0028	17.6874	18.9255	20.2503	20.7566
BIWEEKLY	960.23	1414.99	1514.04	1620.02	1660.52
ANNUAL	24,966	36,790	39,365	42,121	43,174
C14					
HOURLY	12.6030	18.5718	19.8719	21.2629	21.7945
BIWEEKLY	1008.24	1485.75	1589.75	1701.03	1743.56
ANNUAL	26,215	38,629	41,333	44,227	45,333
C15					
HOURLY	13.2329	19.5003	20.8653	22.3258	22.8840
BIWEEKLY	1058.63	1560.03	1669.23	1786.07	1830.73
ANNUAL	27,525	40,561	43,400	46,438	47,599
C16					
HOURLY	13.8950	20.4752	21.9085	23.4421	24.0282
BIWEEKLY	1111.60	1638.02	1752.68	1875.37	1922.25
ANNUAL	28,901	42,589	45,570	48,760	49,979
C17					
HOURLY	14.5896	21.4989	23.0038	24.6140	25.2294
BIWEEKLY	1167.17	1719.91	1840.30	1969.13	2018.35
ANNUAL	30,346	44,718	47,848	51,197	52,477
C18					
HOURLY	15.3191	22.5739	24.1540	25.8449	26.4910
BIWEEKLY	1225.52	1805.91	1932.32	2067.59	2119.28
ANNUAL	31,863	46,954	50,240	53,757	55,101
C19					
HOURLY	16.0851	23.7028	25.3619	27.1373	27.8157
BIWEEKLY	1286.80	1896.22	2028.96	2170.98	2225.26
ANNUAL	33,457	49,302	52,753	56,446	57,857

The hourly rates are the July 1, 2003 rates, multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE C
SCHEDULE OF PAY GRADES
EFFECTIVE JANUARY 11, 2004
PRINCE GEORGE'S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C02					
HOURLY	7.0884	10.4448	11.1759	11.9582	12.2572
BIWEEKLY	567.06	835.58	894.07	956.66	980.58
ANNUAL	14,744	21,725	23,246	24,873	25,495
C03					
HOURLY	7.4425	10.9670	11.7347	12.5562	12.8701
BIWEEKLY	595.40	877.37	938.78	1004.49	1029.60
ANNUAL	15,481	22,811	24,408	26,117	26,770
C04					
HOURLY	7.8148	11.5153	12.3214	13.1839	13.5135
BIWEEKLY	625.18	921.22	985.71	1054.71	1081.08
ANNUAL	16,254	23,952	25,628	27,422	28,108
C05					
HOURLY	8.2054	12.0910	12.9374	13.8431	14.1891
BIWEEKLY	656.43	967.28	1034.99	1107.44	1135.13
ANNUAL	17,067	25,150	26,910	28,793	29,513
C06					
HOURLY	8.6158	12.6956	13.5843	14.5352	14.8986
BIWEEKLY	689.26	1015.64	1086.74	1162.81	1191.88
ANNUAL	17,921	26,406	28,256	30,233	30,989
C07					
HOURLY	9.0463	13.3304	14.2635	15.2620	15.6436
BIWEEKLY	723.71	1066.43	1141.08	1220.96	1251.48
ANNUAL	18,817	27,727	29,669	31,744	32,538
C08					
HOURLY	9.4988	13.9971	14.9768	16.0253	16.4259
BIWEEKLY	759.90	1119.76	1198.15	1282.02	1314.07
ANNUAL	19,757	29,114	31,152	33,333	34,166
C09					
HOURLY	9.9735	14.6968	15.7256	16.8263	17.2470
BIWEEKLY	797.88	1175.75	1258.05	1346.11	1379.77
ANNUAL	20,745	30,569	32,710	34,999	35,874
C10					
HOURLY	10.4722	15.4318	16.5120	17.6678	18.1095
BIWEEKLY	837.78	1234.55	1320.96	1413.43	1448.77
ANNUAL	21,782	32,098	34,345	36,749	37,668

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C11					
HOURLY	10.9959	16.2034	17.3376	18.5512	19.0150
BIWEEKLY	879.66	1296.27	1387.01	1484.10	1521.21
ANNUAL	22,872	33,703	36,063	38,586	39,551
C12					
HOURLY	11.5456	17.0133	18.2043	19.4785	19.9655
BIWEEKLY	923.65	1361.07	1456.34	1558.28	1597.24
ANNUAL	24,015	35,387	37,865	40,515	41,528
C13					
HOURLY	12.1229	17.8643	19.1147	20.4528	20.9641
BIWEEKLY	969.83	1429.14	1529.18	1636.22	1677.13
ANNUAL	25,216	37,158	39,758	42,542	43,606
C14					
HOURLY	12.7290	18.7575	20.0706	21.4756	22.0124
BIWEEKLY	1018.33	1500.61	1605.65	1718.04	1760.99
ANNUAL	26,477	39,016	41,747	44,669	45,786
C15					
HOURLY	13.3652	19.6953	21.0739	22.5491	23.1128
BIWEEKLY	1069.22	1575.63	1685.92	1803.93	1849.03
ANNUAL	27,800	40,966	43,834	46,902	48,075
C16					
HOURLY	14.0339	20.6800	22.1276	23.6765	24.2684
BIWEEKLY	1122.71	1654.40	1770.21	1894.12	1941.47
ANNUAL	29,190	43,015	46,026	49,247	50,479
C17					
HOURLY	14.7354	21.7138	23.2338	24.8601	25.4816
BIWEEKLY	1178.84	1737.11	1858.70	1988.82	2038.54
ANNUAL	30,650	45,165	48,326	51,709	53,002
C18					
HOURLY	15.4723	22.7996	24.3956	26.1033	26.7559
BIWEEKLY	1237.78	1823.97	1951.65	2088.27	2140.47
ANNUAL	32,182	47,423	50,743	54,295	55,652
C19					
HOURLY	16.2459	23.9398	25.6155	27.4087	28.0939
BIWEEKLY	1299.67	1915.19	2049.25	2192.69	2247.51
ANNUAL	33,792	49,795	53,281	57,010	58,436

The hourly rates are the October 5, 2003 rates, multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE C
SCHEDULE OF PAY GRADES
EFFECTIVE APRIL 4, 2004
PRINCE GEORGE'S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C02					
HOURLY	7.1593	10.5493	11.2877	12.0778	12.3798
BIWEEKLY	572.73	843.94	903.01	966.23	990.38
ANNUAL	14,891	21,942	23,478	25,122	25,750
C03					
HOURLY	7.5170	11.0767	11.8521	12.6818	12.9988
BIWEEKLY	601.36	886.14	948.17	1014.54	1039.90
ANNUAL	15,636	23,040	24,652	26,378	27,037
C04					
HOURLY	7.8929	11.6304	12.4446	13.3157	13.6486
BIWEEKLY	631.43	930.43	995.57	1065.26	1091.89
ANNUAL	16,417	24,191	25,884	27,697	28,389
C05					
HOURLY	8.2874	12.2120	13.0668	13.9815	14.3310
BIWEEKLY	663.00	976.95	1045.34	1118.52	1146.48
ANNUAL	17,238	25,401	27,179	29,081	29,808
C06					
HOURLY	8.7019	12.8225	13.7201	14.6806	15.0476
BIWEEKLY	696.15	1025.80	1097.61	1174.44	1203.80
ANNUAL	18,100	26,670	28,538	30,535	31,298
C07					
HOURLY	9.1368	13.4637	14.4062	15.4146	15.8000
BIWEEKLY	730.95	1077.10	1152.49	1233.17	1264.00
ANNUAL	19,005	28,005	29,965	32,062	32,863
C08					
HOURLY	9.5938	14.1371	15.1266	16.1855	16.5902
BIWEEKLY	767.50	1130.96	1210.13	1294.84	1327.21
ANNUAL	19,955	29,405	31,463	33,666	34,508
C09					
HOURLY	10.0733	14.8438	15.8828	16.9946	17.4195
BIWEEKLY	805.86	1187.50	1270.63	1359.57	1393.56
ANNUAL	20,952	30,875	33,037	35,349	36,232
C10					
HOURLY	10.5770	15.5861	16.6771	17.8445	18.2906
BIWEEKLY	846.16	1246.89	1334.17	1427.56	1463.25
ANNUAL	22,000	32,419	34,688	37,117	38,045

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C11					
HOURLY	11.1058	16.3654	17.5110	18.7367	19.2052
BIWEEKLY	888.46	1309.23	1400.88	1498.94	1536.42
ANNUAL	23,100	34,040	36,423	38,972	39,946
C12					
HOURLY	11.6610	17.1835	18.3863	19.6733	20.1651
BIWEEKLY	932.89	1374.68	1470.90	1573.87	1613.21
ANNUAL	24,255	35,741	38,244	40,920	41,943
C13					
HOURLY	12.2441	18.0429	19.3059	20.6573	21.1738
BIWEEKLY	979.53	1443.43	1544.47	1652.58	1693.90
ANNUAL	25,468	37,530	40,156	42,968	44,042
C14					
HOURLY	12.8563	18.9451	20.2713	21.6903	22.2326
BIWEEKLY	1028.51	1515.61	1621.70	1735.22	1778.60
ANNUAL	26,741	39,406	42,164	45,116	46,244
C15					
HOURLY	13.4989	19.8922	21.2847	22.7746	23.3440
BIWEEKLY	1079.91	1591.38	1702.78	1821.97	1867.52
ANNUAL	28,078	41,376	44,272	47,371	48,555
C16					
HOURLY	14.1743	20.8868	22.3489	23.9133	24.5111
BIWEEKLY	1133.94	1670.94	1787.91	1913.06	1960.89
ANNUAL	29,482	43,445	46,486	49,740	50,983
C17					
HOURLY	14.8828	21.9310	23.4661	25.1087	25.7365
BIWEEKLY	1190.63	1754.48	1877.29	2008.71	2058.92
ANNUAL	30,956	45,617	48,809	52,226	53,532
C18					
HOURLY	15.6270	23.0276	24.6395	26.3644	27.0235
BIWEEKLY	1250.16	1842.21	1971.16	2109.15	2161.88
ANNUAL	32,504	47,898	51,250	54,838	56,209
C19					
HOURLY	16.4084	24.1792	25.8717	27.6827	28.3748
BIWEEKLY	1312.67	1934.34	2069.74	2214.62	2269.99
ANNUAL	34,130	50,293	53,814	57,580	59,020

The hourly rates are the January 11, 2004 rates, multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE C
SCHEDULE OF PAY GRADES
EFFECTIVE OCTOBER 3, 2004
PRINCE GEORGE'S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C02					
HOURLY	7.2308	10.6547	11.4005	12.1986	12.5035
BIWEEKLY	578.46	852.38	912.04	975.89	1000.29
ANNUAL	15,040	22,162	23,713	25,373	26,007
C03					
HOURLY	7.5921	11.1874	11.9706	12.8086	13.1288
BIWEEKLY	607.37	895.00	957.65	1024.68	1050.30
ANNUAL	15,792	23,270	24,899	26,642	27,308
C04					
HOURLY	7.9719	11.7468	12.5690	13.4489	13.7851
BIWEEKLY	637.74	939.74	1005.53	1075.91	1102.81
ANNUAL	16,581	24,433	26,143	27,974	28,673
C05					
HOURLY	8.3703	12.3341	13.1975	14.1213	14.4743
BIWEEKLY	669.63	986.72	1055.80	1129.70	1157.94
ANNUAL	17,410	25,655	27,451	29,372	30,106
C06					
HOURLY	8.7889	12.9507	13.8573	14.8274	15.1980
BIWEEKLY	703.12	1036.06	1108.59	1186.18	1215.84
ANNUAL	18,281	26,937	28,824	30,840	31,611
C07					
HOURLY	9.2282	13.5983	14.5502	15.5688	15.9580
BIWEEKLY	738.26	1087.87	1164.02	1245.50	1276.64
ANNUAL	19,195	28,285	30,265	32,383	33,192
C08					
HOURLY	9.6897	14.2784	15.2778	16.3474	16.7561
BIWEEKLY	775.18	1142.27	1222.23	1307.79	1340.48
ANNUAL	20,154	29,699	31,778	34,003	34,853
C09					
HOURLY	10.1740	14.9922	16.0416	17.1646	17.5937
BIWEEKLY	813.92	1199.38	1283.34	1373.17	1407.50
ANNUAL	21,162	31,184	33,367	35,702	36,595
C10					
HOURLY	10.6827	15.7419	16.8438	18.0229	18.4735
BIWEEKLY	854.62	1259.36	1347.51	1441.84	1477.89
ANNUAL	22,220	32,744	35,035	37,488	38,425

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C11					
HOURLY	11.2169	16.5291	17.6861	18.9241	19.3972
BIWEEKLY	897.34	1322.33	1414.89	1513.93	1551.78
ANNUAL	23,331	34,381	36,787	39,362	40,346
C12					
HOURLY	11.7777	17.3553	18.5702	19.8700	20.3668
BIWEEKLY	942.21	1388.43	1485.61	1589.61	1629.35
ANNUAL	24,498	36,099	38,626	41,330	42,363
C13					
HOURLY	12.3665	18.2234	19.4989	20.8639	21.3855
BIWEEKLY	989.32	1457.87	1559.92	1669.11	1710.84
ANNUAL	25,723	37,905	40,558	43,397	44,482
C14					
HOURLY	12.9849	19.1345	20.4740	21.9072	22.4549
BIWEEKLY	1038.79	1530.77	1637.92	1752.57	1796.39
ANNUAL	27,009	39,800	42,586	45,567	46,706
C15					
HOURLY	13.6339	20.0911	21.4975	23.0023	23.5774
BIWEEKLY	1090.71	1607.30	1719.81	1840.19	1886.20
ANNUAL	28,359	41,790	44,715	47,845	49,041
C16					
HOURLY	14.3160	21.0956	22.5724	24.1524	24.7562
BIWEEKLY	1145.28	1687.65	1805.79	1932.19	1980.50
ANNUAL	29,777	43,879	46,951	50,237	51,493
C17					
HOURLY	15.0316	22.1503	23.7008	25.3598	25.9938
BIWEEKLY	1202.53	1772.02	1896.06	2028.79	2079.51
ANNUAL	31,266	46,073	49,298	52,748	54,067
C18					
HOURLY	15.7833	23.2579	24.8859	26.6280	27.2937
BIWEEKLY	1262.66	1860.63	1990.87	2130.24	2183.50
ANNUAL	32,829	48,377	51,763	55,386	56,771
C19					
HOURLY	16.5725	24.4210	26.1304	27.9596	28.6586
BIWEEKLY	1325.79	1953.68	2090.44	2236.77	2292.69
ANNUAL	34,471	50,796	54,352	58,156	59,610

The hourly rates are the April 4, 2004 rates, multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE C
SCHEDULE OF PAY GRADES
EFFECTIVE JANUARY 9, 2005
PRINCE GEORGE'S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C02					
HOURLY	7.3032	10.7613	11.5146	12.3206	12.6286
BIWEEKLY	584.25	860.90	921.16	985.65	1010.29
ANNUAL	15,190	22,383	23,950	25,627	26,267
C03					
HOURLY	7.6681	11.2993	12.0903	12.9367	13.2601
BIWEEKLY	613.44	903.95	967.22	1034.93	1060.80
ANNUAL	15,950	23,503	25,148	26,908	27,581
C04					
HOURLY	8.0516	11.8642	12.6947	13.5834	13.9229
BIWEEKLY	644.12	949.14	1015.58	1086.67	1113.84
ANNUAL	16,747	24,678	26,405	28,253	28,960
C05					
HOURLY	8.4540	12.4574	13.3294	14.2625	14.6191
BIWEEKLY	676.32	996.59	1066.35	1141.00	1169.52
ANNUAL	17,584	25,912	27,726	29,666	30,407
C06					
HOURLY	8.8768	13.0802	13.9959	14.9756	15.3500
BIWEEKLY	710.15	1046.42	1119.67	1198.05	1228.00
ANNUAL	18,464	27,206	29,112	31,149	31,928
C07					
HOURLY	9.3205	13.7343	14.6957	15.7245	16.1176
BIWEEKLY	745.64	1098.75	1175.66	1257.95	1289.40
ANNUAL	19,387	28,568	30,568	32,706	33,524
C08					
HOURLY	9.7866	14.4212	15.4306	16.5108	16.9236
BIWEEKLY	782.93	1153.69	1234.45	1320.87	1353.89
ANNUAL	20,356	29,996	32,096	34,343	35,201
C09					
HOURLY	10.2757	15.1421	16.2021	17.3362	17.7696
BIWEEKLY	822.06	1211.37	1296.17	1386.90	1421.57
ANNUAL	21,373	31,496	33,701	36,059	36,961
C10					
HOURLY	10.7896	15.8994	17.0123	18.2032	18.6583
BIWEEKLY	863.16	1271.95	1360.98	1456.26	1492.66
ANNUAL	22,442	33,071	35,385	37,863	38,809

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C11					
HOURLY	11.3290	16.6943	17.8630	19.1134	19.5912
BIWEEKLY	906.32	1335.55	1429.04	1529.07	1567.30
ANNUAL	23,565	34,724	37,155	39,756	40,749
C12					
HOURLY	11.8954	17.5289	18.7559	20.0687	20.5704
BIWEEKLY	951.64	1402.31	1500.46	1605.50	1645.64
ANNUAL	24,743	36,460	39,012	41,743	42,787
C13					
HOURLY	12.4902	18.4056	19.6939	21.0725	21.5994
BIWEEKLY	999.22	1472.44	1575.52	1685.80	1727.94
ANNUAL	25,980	38,284	40,963	43,831	44,927
C14					
HOURLY	13.1147	19.3259	20.6787	22.1263	22.6794
BIWEEKLY	1049.18	1546.08	1654.30	1770.10	1814.35
ANNUAL	27,279	40,198	43,012	46,023	47,173
C15					
HOURLY	13.7702	20.2921	21.7125	23.2324	23.8132
BIWEEKLY	1101.62	1623.37	1737.00	1858.60	1905.06
ANNUAL	28,642	42,208	45,162	48,323	49,531
C16					
HOURLY	14.4592	21.3066	22.7981	24.3939	25.0038
BIWEEKLY	1156.73	1704.53	1823.85	1951.52	2000.30
ANNUAL	30,075	44,318	47,421	50,740	52,008
C17					
HOURLY	15.1819	22.3718	23.9378	25.6134	26.2538
BIWEEKLY	1214.56	1789.74	1915.02	2049.08	2100.31
ANNUAL	31,579	46,533	49,791	53,276	54,608
C18					
HOURLY	15.9411	23.4905	25.1348	26.8943	27.5667
BIWEEKLY	1275.29	1879.24	2010.78	2151.54	2205.33
ANNUAL	33,157	48,860	52,280	55,940	57,339
C19					
HOURLY	16.7382	24.6652	26.3917	28.2392	28.9451
BIWEEKLY	1339.05	1973.22	2111.34	2259.14	2315.61
ANNUAL	34,816	51,304	54,895	58,738	60,206

The hourly rates are the October 3, 2004 rates, multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE C
SCHEDULE OF PAY GRADES
EFFECTIVE APRIL 3, 2005
PRINCE GEORGE'S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C02					
HOURLY	7.3762	10.8689	11.6297	12.4438	12.7549
BIWEEKLY	590.09	869.51	930.37	995.50	1020.39
ANNUAL	15,342	22,607	24,190	25,883	26,530
C03					
HOURLY	7.7447	11.4123	12.2112	13.0660	13.3927
BIWEEKLY	619.58	912.99	976.90	1045.28	1071.41
ANNUAL	16,110	23,738	25,399	27,177	27,856
C04					
HOURLY	8.1321	11.9829	12.8217	13.7192	14.0622
BIWEEKLY	650.56	958.63	1025.74	1097.54	1124.98
ANNUAL	16,914	24,924	26,669	28,536	29,249
C05					
HOURLY	8.5385	12.5820	13.4627	14.4051	14.7653
BIWEEKLY	683.09	1006.55	1077.02	1152.41	1181.22
ANNUAL	17,760	26,171	28,003	29,962	30,712
C06					
HOURLY	8.9656	13.2110	14.1358	15.1254	15.5035
BIWEEKLY	717.25	1056.88	1130.87	1210.03	1240.28
ANNUAL	18,649	27,479	29,403	31,460	32,247
C07					
HOURLY	9.4137	13.8716	14.8427	15.8817	16.2788
BIWEEKLY	753.10	1109.73	1187.42	1270.53	1302.30
ANNUAL	19,581	28,853	30,873	33,033	33,859
C08					
HOURLY	9.8845	14.5654	15.5849	16.6760	17.0928
BIWEEKLY	790.76	1165.23	1246.80	1334.08	1367.43
ANNUAL	20,560	30,296	32,417	34,686	35,553
C09					
HOURLY	10.3785	15.2935	16.3641	17.5096	17.9473
BIWEEKLY	830.28	1223.49	1309.13	1400.77	1435.79
ANNUAL	21,587	31,811	34,038	36,420	37,330
C10					
HOURLY	10.8975	16.0584	17.1824	18.3852	18.8448
BIWEEKLY	871.79	1284.67	1374.59	1470.82	1507.59
ANNUAL	22,667	33,402	35,739	38,241	39,197

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
C11					
HOURLY	11.4423	16.8613	18.0416	19.3045	19.7871
BIWEEKLY	915.38	1348.91	1443.33	1544.36	1582.97
ANNUAL	23,800	35,072	37,527	40,153	41,157
C12					
HOURLY	12.0144	17.7041	18.9435	20.2694	20.7761
BIWEEKLY	961.15	1416.33	1515.47	1621.56	1662.10
ANNUAL	24,990	36,824	39,403	42,160	43,214
C13					
HOURLY	12.6151	18.5897	19.8909	21.2833	21.8153
BIWEEKLY	1009.21	1487.17	1591.27	1702.66	1745.22
ANNUAL	26,240	38,667	41,373	44,270	45,376
C14					
HOURLY	13.2459	19.5191	20.8855	22.3475	22.9062
BIWEEKLY	1059.67	1561.54	1670.84	1787.80	1832.50
ANNUAL	27,552	40,600	43,442	46,483	47,645
C15					
HOURLY	13.9079	20.4950	21.9296	23.4647	24.0513
BIWEEKLY	1112.63	1639.60	1754.37	1877.18	1924.11
ANNUAL	28,929	42,630	45,614	48,807	50,027
C16					
HOURLY	14.6038	21.5197	23.0261	24.6379	25.2538
BIWEEKLY	1168.30	1721.57	1842.09	1971.03	2020.31
ANNUAL	30,375	44,761	47,895	51,247	52,528
C17					
HOURLY	15.3338	22.5955	24.1772	25.8696	26.5163
BIWEEKLY	1226.70	1807.64	1934.17	2069.57	2121.31
ANNUAL	31,894	46,999	50,288	53,808	55,154
C18					
HOURLY	16.1005	23.7254	25.3861	27.1632	27.8423
BIWEEKLY	1288.04	1898.03	2030.89	2173.06	2227.39
ANNUAL	33,489	49,349	52,803	56,499	57,912
C19					
HOURLY	16.9056	24.9119	26.6556	28.5216	29.2346
BIWEEKLY	1352.44	1992.95	2132.46	2281.73	2338.77
ANNUAL	35,164	51,817	55,444	59,325	60,808

The hourly rates are the January 9, 2005 rates, multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

ATTACHMENT B – MODIFIED C-SCALE

MODIFIED C-SCALE
FOR
AFSCME LOCAL 3279

<u>RATES</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>SENIOR</u>	<u>SENIOR PLUS</u>	<u>L1</u>
VALUE OF STEP(S) 7/1/03		3.5%	7%	7%	2.5%

PAY PLAN DESCRIPTION AND GENERAL RULES

A. Pay plan modifications effective July 1, 1994, as amended in Fiscal Year 2000, Fiscal Year 2001, Fiscal Year 2002, and as further amended in Fiscal Year 2004 and Fiscal Year 2005.

B. MIN-MAX pay plan with three (3) longevity steps, derived as follows:

MINIMUM rate is the Minimum rate which has been effective since June 27, 1993.

MAXIMUM rate is the Maximum rate which has been effective since June 27, 1993.

SENIOR rate is a longevity step five percent (5%) above the MAXIMUM rate.

SENIOR PLUS rate is a longevity step five percent (5%) above the SENIOR rate.

L1 rate is a longevity step two and one half percent (2 1/2%) above the SENIOR PLUS rate.

1. Effective the first full pay period beginning on or after July 1, 1999, the SENIOR rate was increased from five percent (5%) to five and one-half percent (5 1/2%) above the MAXIMUM rate.

2. Effective the first full pay period beginning on or after July 1, 1999, the SENIOR PLUS rate was increased from five percent (5%) to five and one-half percent (5 1/2%) above the SENIOR rate.

3. Effective the first full pay period beginning on or after July 1, 2000, the SENIOR rate was increased from five and one-half percent (5 1/2%) to six percent (6%) above the MAXIMUM rate.

4. Effective the first full pay period beginning on or after July 1, 2000, the SENIOR PLUS rate was increased from five and one-half percent (5 1/2%) to six percent (6%) above the SENIOR rate.

5. Effective the first full pay period beginning on or after July 1, 2001, the SENIOR rate was increased from six percent (6%) to seven percent (7%) above the MAXIMUM rate.

6. Effective the first full pay period beginning on or after July 1, 2001, the SENIOR

PLUS rate was increased from six percent (6%) to seven percent (7%) above the SENIOR rate.

7. Effective July 1, 2003, Longevity Step (L1) is established at two and one-half percent (2 1/2%) above the SENIOR PLUS rate. Employees who have completed seventeen (17) years of service (after subtracting two (2) years for lack of credit toward a merit increase during Fiscal Year 1996 and Fiscal Year 1997) will be eligible to advance to Longevity Step L1 on their anniversary date.

C. Merit increases 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 1/2%), in accordance with the Personnel Law. Employees will continue to receive three and one-half percent (3 1/2%) merit increases until one of the following occurs:

1. They reach the MAXIMUM rate; or,
2. The three and one-half percent (3 1/2%) increase would establish their hourly rate one percent (1%) or less below the MAXIMUM rate, in which case the hourly rate will be automatically adjusted upward to the MAXIMUM rate; or,
3. The three and one-half percent (3 1/2%) merit adjustment would cause an employee's salary rate to exceed the MAXIMUM rate established for that grade, in which case the employee's salary will instead be adjusted to equal the MAXIMUM rate; or,
4. The employee has completed ten (10) years of continuous service in the same pay grade, in which case the employee will be placed at the MAXIMUM rate for his or her grade if not there already.

D. The waiting period to advance to the SENIOR rate is two (2) years at the MAXIMUM rate; to the SENIOR PLUS rate, two (2) years at the SENIOR rate; to the L1 rate after the completion of seventeen (17) years of service (after subtracting two (2) years for lack of credit toward a merit increase during Fiscal Year 1996 and Fiscal Year 1997).

E. Anniversary Dates

Employees covered by this Agreement, and hired before July 1, 2003, will keep the anniversary date that they held on July 1, 2003 for as long as they are continuously employed. New employees and employees transferred, promoted or demoted into this bargaining unit on or after July 1, 2003 will take the date of said hire, transfer, promotion or demotion as their new anniversary date for as long as they are continuously employed.

F. Promotions, Reallocations and Demotions.

1. For Employees Within the MINIMUM to MAXIMUM range.

a. Promotions and Reallocations.

- (1) Employees within the MINIMUM rate 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.

b. Demotions.

(1) 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: 1) If the resulting rate exceeds the MAXIMUM rate of the new grade, the employee will be placed at the closest rate in the new grade (that is, SENIOR rate, SENIOR PLUS rate or L1 rate) which does not exceed a 10.25% decrease. 2) In no event may the rate upon demotion be less than the MINIMUM rate or exceed the L1 rate.

2. For Employees at MAXIMUM, SENIOR, SENIOR PLUS and L1 rates.

a. Promotions and Reallocations.

i. One or Two Grades

Employees at the MAXIMUM, SENIOR, SENIOR PLUS or L1 rates who are promoted or reallocated by one (1) or two (2) grades will receive a salary increase of one (1) five percent (5%) step or two (2) five percent (5%) steps (that is, 10.25%), respectively, upon promotion or reallocation and receive the rate of the corresponding step of the new grade after promotion or reallocation.

ii. More than Two Grades

Employees at the MAXIMUM, SENIOR, SENIOR PLUS or L1 rates who are promoted or reallocated more than two (2) grades on the C-Scale will receive a wage increase equal to two (2) five percent (5%) steps (that is, 10.25%) and be placed at that rate (within the range of MINIMUM rate to MAXIMUM rate, or at MAXIMUM rate SENIOR rate, SENIOR PLUS rate or L1 rate, as appropriate) on the new promotional grade. If the two (2) five percent (5%) steps (that is, 10.25%) following promotion or reallocation result in the employees salary being between the MAXIMUM rate, SENIOR rate, SENIOR PLUS rate or the L1 rate established for that grade, the employee will be placed at the step which most closely approximates a 10.25% increase.

b. Demotions.

i. One or Two Grades

Employees at the MAXIMUM, SENIOR, SENIOR PLUS or L1 rates who are demoted by one (1) or two (2) grades will be placed at the step of the new grade (MAXIMUM, SENIOR, SENIOR PLUS or L1) which corresponds to their step before demotion and represents a salary decrease of one (1) five percent (5%) step or two (2) five percent (5%) steps (that is, 10.25%), respectively.

ii. By More than Two Grades

Employees at the MAXIMUM and SENIOR rates who are demoted by three (3) or more grades will be placed at the step of the grade after the demotion which results in a salary decrease of two (2) five percent (5%) steps (that is, 10.25%), except that when placement on MAXIMUM, SENIOR, SENIOR PLUS or L1 of the new grade will result in a salary reduction of more than 10.25%, the employee will be placed on the highest step, L1. Employees at the L1 rate who are demoted by three (3) or more grades will be placed at the L1 rate of the new grade upon demotion.

G. Step Reductions.

1. For purposes of a Step Reduction imposed as discipline, a step shall consist of five percent (5%) and such reductions shall be applied in accordance with the Personnel Law.

II. SPECIAL RULES FOR Fiscal Year 1995

A. On their anniversary dates in Fiscal Year 1995, employees whose salary rate is less than the MAXIMUM rate will resume merit step increases pursuant to C., above.

B. On their anniversary dates in Fiscal Year 1995, employees whose salary rate was at MAXIMUM on June 27, 1993, will be moved to SENIOR rate. They will also be eligible for back pay in accordance with the principles of CR-40-1993, as follows:

Back pay will be equal to the difference between the merit increase received on March 7, 1993 (or none, if that were the case) and 3 1/2% for the period from June 27, 1993 until their anniversary date in Fiscal Year 1995. (Examples: Employee A, who received no merit increase in FY93, would have a CR-40 factor of 3 1/2%, that is, 3 1/2% less zero percent (0%); while Employee B, who received a 1.3% merit increase to MAXIMUM rate in FY93, would have a CR-40 factor of 2.2%, that is, 3 1/2% less 1.3%; and, finally, Employee C, who received a full 3 1/2% merit increase to MAXIMUM rate in FY93, would have a CR-40 factor of zero percent (0%), that is, 3 1/2% less 3 1/2%, and receive no back pay.)

C. On June 25, 1995, employees below the MAXIMUM rate who were eligible to receive but did not receive a merit step increase during FY94 shall have that step restored.

D. On June 25, 1995, employees at the SENIOR rate with fourteen (14) or more years of service shall be placed at the SENIOR PLUS rate and receive a five percent (5%) increase.

NOTE: 1. Merit increases for employees covered by this Agreement who earn less than the maximum of their grade shall be granted at a rate of three and one-half percent (3 1/2%), in accordance with the Personnel Law. Employees will continue to receive three and one-half percent (3 1/2%) merit increases until one of the following occurs:

- a. They reach the maximum;

b. The three and one-half percent (3 1/2%) increase would establish the hourly rate one percent (1%) or less below the maximum, in which case the hourly rate will be automatically adjusted upward to the maximum; or

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

2. Steps for the purpose of promotions, demotions, discipline, and reallocations shall be at the rate of five percent (5%) and shall be governed by the Personnel Law.

**ATTACHMENT C - PUBLIC EMPLOYEES RELATIONS BOARD (PERB)
CERTIFICATION LIST**

Case Number Date of Certification	Positions Involved
16 39 00251 88S May 4, 1989	<u>Unit I (Animal Shelter)</u> Clerk Technician General Clerk II Citizen Services Specialist
16 39 00260 89W August 25, 1990	<u>Unit I</u> Account Clerk I, II, III* Administrative Aide, I, II, III, IV Clerk Typist I, II General Clerk I, II, III, IV Supply/Property Clerk I, II, III, IV Parts Specialist I, II Permits Specialist I, II, III (*Positions added to Unit I by stipulation of the parties.) <u>Unit II</u> Administrative Aide I-Position 00066 Administrative Aide II-Position 02420 Administrative Aide II-Position 03420 Administrative Aide II-Position 05808 Administrative Aide III-Position 00607 Administrative Aide III-Position 02519 Administrative Aide IV-Position 04011 Permits Specialist III-Position 07073 Supervisory Clerk (Position added to Unit II by stipulation of the parties.)
16 390 00238 94 August 16, 1996	Non-Supervisory Unit I Public Service Aide I, II, III Weighmaster I, II

Job Classifications in Bargaining Units Covered by this Agreement

2311C	Account Clerk I	C-09
2312C	Account Clerk II	C-11
2313C	Account Clerk III	C-13
0141C	Administrative Aide I	C-13
0142C	Administrative Aide II	C-15
0143C	Administrative Aide III	C-17
0144C	Administrative Aide IV	C-19
0111C	Clerk Typist I	C-08
0112C	Clerk Typist II	C-10
0001C	General Clerk I	C-06
0002C	General Clerk II	C-08
0003C	General Clerk III	C-10
0004C	General Clerk IV	C-12
0210C	Parts Specialist I	C-12
0211C	Parts Specialist II	C-14
0006C	Permits Specialist I	C-12
0007C	Permits Specialist II	C-13
0008C	Permits Specialist III	C-16
0005C	Supervisory Clerk	C-14
1231C	Supply/Property Clerk I	C-09
1232C	Supply/Property Clerk II	C-10
1233C	Supply/Property Clerk III	C-12
1234C	Supply/Property Clerk IV	C-14
6719C	Weighmaster I	C-12
6720C	Weighmaster II	C-14
1301C	Public Service Aide I	C-02
1302C	Public Service Aide II	C-04