

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2008 Legislative Session

Bill No. CB-6-2008

Chapter No. _____

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

Introduced by _____

Date of Introduction February 26, 2008

BILL

1 AN ACT concerning

2 Collective Bargaining Agreement - Council 67,

3 American Federation of State, County and Municipal Employees

4 (AFSCME) AFL-CIO, and its affiliated Locals 2462, 2735, 3389 and 1170

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

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

7 (AFSCME) AFL-CIO, and its affiliated Locals 2462, 2735, 3389 and 1170 to provide for wage

8 increases and certain other terms and conditions of employment for personnel classifications

9 certified by the Prince George’s County Public Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Sections 16-233(f)(3), (7), (23) and (24),

13 The Prince George's County Code

14 (2003 Edition, 2006 Supplement).

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

16 Maryland, that Sections 16-233(f)(3), (7), (23) and (24) of the Prince George's County Code be

17 and the same are hereby repealed and reenacted with the following amendments:

18 **SUBTITLE 16. PERSONNEL.**

19 **DIVISION 19. COLLECTIVE BARGAINING.**

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

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

1 * * * * *

2 (3) **Declaration of Approval - Local 2462, American Federation of State, County**
 3 **and Municipal Employees, AFL-CIO (Department of Public Works & Transportation and**
 4 **the Department of Environmental Resources).**

5 The County Council of Prince George's County, Maryland, having fully
 6 considered the labor agreement concluded between Prince George's County, Maryland and
 7 Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its
 8 affiliated Local 2462 (Department of Public Works & Transportation and the Department of
 9 Environmental Resources), on [June 6, 2006] February 25, 2008, hereby approves said
 10 agreement in accordance with the provisions of Section 13A-109 of the Prince George's County
 11 Code.

12 * * * * *

13 (7) **Declaration of Approval - Local 2735, American Federation of State, County**
 14 **and Municipal Employees, AFL-CIO (Department of Housing and Community**
 15 **Development and the Office of Central Services).**

16 The County Council of Prince George's County, Maryland, having fully
 17 considered the labor agreement concluded between Prince George's County, Maryland and
 18 Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its
 19 affiliated Local 2735 (Department of Housing and Community Development and the Office of
 20 Central Services), on [June 6, 2006] February 25, 2008, hereby approves said agreement in
 21 accordance with the provisions of Section 13A-109 of the Prince George's County Code.

22 * * * * *

23 (23) **Declaration of Approval - Local 3389 American Federation of State, County**
 24 **and Municipal Employees, AFL-CIO[,] (Health Department and the Department of Family**
 25 **Services).**

26 The County Council of Prince George's County, Maryland, having fully
 27 considered the labor agreement concluded between Prince George's County, Maryland and
 28 Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its
 29 affiliated Local 3389 (Health Department and the Department of Family Services), on [June 6,
 30 2006] February 25, 2008, hereby approves said agreement in accordance with the provisions of
 31 Section 13A-109 of the Prince George's County Code.

1 **(24) Declaration of Approval - Local 1170 American Federation of State, County**
2 **and Municipal Employees, AFL-CIO (Supervisory Employees in the Health Department,**
3 **the Department of Family Services and the Department of Housing and Community**
4 **Development).**

5 The County Council of Prince George's County, Maryland, having fully
6 considered the labor agreement concluded between Prince George's County and Council 67,
7 American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated
8 Local 1170 (Supervisory Employees in the Health Department, the Department of Family
9 Services and the Department of Housing and Community Development), on [June 6, 2006],
10 February 25, 2008, hereby approves said agreement in accordance with the provisions of Section
11 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 shall be retroactively effective to July 1, 2007.

Adopted this _____ day of _____, 2008.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Samuel H. Dean
Chairman

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 LOCALS 1170, 2462, 2735, AND 3389

July 1, 2007- June 30, 2009

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ARTICLE 1 -- PURPOSE

A. This Collective Bargaining Agreement ("Agreement") is entered into by Prince George's County, Maryland ("County" or "Employer") and Council 67 of the American Federation of State, County and Municipal Employees and its affiliated Locals 1170, 2462, 2735 and 3389 ("Union" or "AFSCME"), and has as its purpose the promotion of harmonious relations between the County and AFSCME; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder.

B. Anything not covered specifically by this Agreement shall be administered in accordance with the Annotated Code of Maryland and County Personnel laws.

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 referenced in Attachment D for the purpose of negotiating matters of wages, hours and other terms and conditions of employment. The specific job classifications and grades shall be listed together for Locals 1170, 2462, 2735 and 3389 in Attachment C.

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

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

D. The County further recognizes the significance of the duties and responsibilities of Locals 1170, 2462, 2735 and 3389 employees and their contribution to the successful performance of the mission of County government.

E. The Departments will make available to the Locals' Presidents in 1170, 2462, 2735 and 3389 a monthly electronic data list of bargaining unit employees: name, date of hire, grade, class of work and work location and indicating on the list those employees whose status in the bargaining unit has changed due to (a) transfer/promotions (b) resignation/retirements (c) layoffs (d) relocations (e) re-allocations and (f) hiring into union positions. Upon request, the Departments will provide the Union with the class specification of each classification covered under this Agreement within thirty (30) days after the effective date of this contract.

ARTICLE 3 -- MANAGEMENT'S RIGHTS

This Agreement shall not 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. The County and the Department have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations do not conflict with any term or condition of this Agreement.

ARTICLE 4 – NON-DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, religion, national origin, disability, political affiliation, or exercise of employee rights under the Labor Code and Federal Equal Employment Opportunity (EEO) laws. 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 reasonable number of copies of the Affirmative Action Plan. Additionally, the County will provide a copy of the EEO complaint procedure to an employee upon his or her request.

F. Administrative leave may be granted by the employee's Appointing Authority where an employee is 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 will cooperate individually and collectively, to maintain a high quality of performance and that each will use their influence and best effort to protect and foster the efficiency and effectiveness of the services rendered by them for the public interest, and that each will cooperate in advancing the morale of employees covered by this Agreement.
- B. The Departments will afford the Union an opportunity to comment upon any departmental reorganization, reclassifications or layoffs affecting the bargaining unit sixty (60) days, to the extent possible, prior to its proposed implementation.
- C. The parties agree to participate in Departmental Labor-Management Committee, which may meet as issues arise by either party, but no more than once every month, unless agreed to by both parties. The Committee shall consist of no more than seven (7) members each from Labor and Management provided there is an equal number from each side. The Labor members may be selected from the Local Union members, Labor Relations Specialist and Council 67 representatives. The parties may agree in the context of a specific meeting to have more than seven (7) representatives provided there is an equal number from each side.
- D. Each local, along with the Council Staff Representative and the Union's Labor Relations Specialist, will serve on the County's Bio-Terrorism committee. The Union will have a non-voting committee member on the Medical Advisory Board (MAB).
- E. When agenda items affect a specific group of employees covered by this Agreement, a group representative may, at the Union's request and with the concurrence of the County in advance of the meeting, also be permitted to attend the meeting.
- F. The County will provide the Union Presidents in 1170, 2462, 2735 and 3389, the Labor Relations Specialist and Council 67 Staff Representative with a copy of the current Personnel Law and Administrative Procedures dealing with personnel matters with updates as they are published.

ARTICLE 6 -- SHOP STEWARDS/UNION OFFICIALS

- A. The County recognizes and shall deal with appropriate Union Representatives as set forth herein in areas designated below in regard to grievances filed under this Agreement.
- B. "Union Representative" means any person designated or elected by the Union officially to represent its members. These representatives shall include Local Union Stewards, Union Presidents, Union Officers or Board Members, designated full-time paid local Union representatives and the American Federation of State, County and Municipal Employees International or Council Representatives, Officers and Board Members.
- C. The Union will prepare, keep current and give a list of designated 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 Union shall promptly notify the County of any changes of such Stewards.

D. The County will 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 County representatives.

E. The County recognizes and shall deal with designated accredited Union Stewards for employees covered by this Agreement

F. The County recognizes and agrees to deal with designated Union Stewards, elected bargaining unit council representatives and/or Union staff on matters including but not limited to the following:

1. Contract enforcement.
2. Discipline including investigatory interviews of employee under investigation in non-criminal matters.
3. Discussions with management on denials of reasonable accommodation.
4. Posting of official notices.

G. Union Stewards and the Local Union Presidents shall, after receiving permission from their appropriate supervisors (such permission not to be unreasonably withheld), be granted reasonable time off with pay during working hours to investigate grievances, at the Step 1 level and to attend Step 1 meetings, and the Local Union Presidents will also be granted reasonable time off to attend Step 2 and Step 3 meetings where appropriate. The parties agree that time spent by the Stewards and the Local Union President in investigating grievances will be kept to a minimum; and the grievance investigations shall at all times be conducted so as not to interfere unreasonably or unnecessarily with the Employer's operations.

H. AFSCME Locals 1170, 2462, 2735, and 3389 and Council 67 shall appoint one (1) bargaining unit member from all of the units represented by AFSCME Locals 1170, 2462, 2735, and 3389 to serve as the Labor Relations Specialist for all the employees in those units. The Labor Relations Specialist shall be a County employee on payroll status and shall be responsible for labor relations' activities associated with the administration of this Agreement on a full-time basis. The Union agrees to indemnify and hold the County harmless if grant funding of the Labor Relations Specialist is disallowed by audit. Furthermore, he/she shall be responsible for coordinating and processing of Step 2 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.

I. One (1) County Administration Building parking permit and one (1) County Service Building parking permit will be provided to the Local Union Presidents, Labor Relations Specialist and Council 67 representative.

ARTICLE 7 -- UNION SECURITY

A. All employees covered by this Agreement who are members of the Union or who elect to become members of the Union will, 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 will 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 will 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. 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 in accordance with the Labor Code.

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

D. The Union agrees to indemnify and hold harmless the Employer from any loss or damages due to payroll errors arising from the operation of this Article. The County will work with the Union to correct any errors made in the administration of this Article.

ARTICLE 8 -- UNION COMMUNICATIONS

A. Where feasible, the County agrees to provide bulletin boards solely for the usage of the Union, at every worksite, in convenient places for posting of official Union notices and information. 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 interoffice service and electronic mail system for distribution of official Union communications to employees covered by this Agreement and for matters associated with administration of this Agreement, including the grievance procedure; and further provided that the courier service will not be responsible for mass distribution of individually addressed communications and the electronic mail system will not be used for mass, broadcast messages to the Local Union membership. The Union shall also be permitted reasonable use of the County telephone system, including use of facsimile machines for the purposes enumerated above. The Union will provide its own paper when using County photocopiers.

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. Within three (3) months of the enactment of this agreement, the parties will agree on a total number of designated Union stewards eligible for Union Business Leave. Effective July 1, 2006, such leave will be dedicated to a single composite bank of four thousand five hundred (4,500) hours per calendar year for all members represented by this bargaining unit for attendance at regularly scheduled Union conventions, training and conferences, preparation for negotiations and grievances, meetings of union local presidents and other appropriate union business. Union Business leave shall be authorized by the Appointing Authority based on operational needs. The leave balance will be maintained by the Office of Human Resources Management.

B. 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 shall provide the Office of Human Resources Management 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 the employees for whom it is requesting administrative leave, noting their Department and the Local in which they will be attending the event. The Human Resource Management Office will forward the request to the Directors of the Department or his/her designee for signed approval within five (5) days of receipt of request. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld.

C. Employees elected to any Union office or selected by the Union to do work which takes them from their employment must request the County's approval at least ten (10) working days in advance of such unpaid leave, and the request shall stipulate the time of such leave of absence. In no case shall such Union business leave exceed one (1) year. The leave may be extended for an additional one (1) year by consent of the County in the same manner as originally requested. Such approval shall not be unreasonably withheld. During an employee's second (2nd) year leave of absence granted under this paragraph, his/her position may be filled by another employee. In that event, the employee returning from the leave of absence will be placed in a vacant position for which he/she is qualified.

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

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

ARTICLE 11 -- NO STRIKE OR LOCKOUT

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

ARTICLE 12 -- WAGES

A. Cost of Living Adjustments (COLAs)

1. Employees covered by this Agreement will receive a two and one-half percent (2.5%) increase to their base wages effective the first full pay period beginning on or after July 1, 2007.

2. Employees covered by this Agreement will receive a two and one-half percent (2.5%) increase to their base wages effective the first full pay period beginning on or after July 1, 2008.

3. Employees covered by this Agreement and hired prior to Fiscal Year 1996 received no credit toward merit increases during Fiscal Years 1996 and 1997. Therefore, the waiting period for their next merit increases were increased by two (2) years.

4. Effective July 1, 2007, no employee in the bargaining unit shall be paid less than the Prince George's County Living Wage as from time to time determined. The Living Wage is not subject to COLAs or merit increases. Employees paid under this provision of the Agreement will not receive additional cost of living or merit increases unless the wage rate contained in the Agreement for their assigned position, as COLAs and merit increases are added, is above the County Living Wage, at which time the wage rate contained in the Agreement will apply.

B. Pay Plan Description and General Rules

Modifications effective Fiscal Year 2006 changed the system to a MIN-MAX pay plan derived as follows:

1. Effective July 1, 2005, all employees under this agreement shall be merged into a single pay scale - the "A" Scale - at their current rate of pay. If an employee's pay grade is not contained in the current A Scale, one shall be created. The minimums for all classifications in the A Scale shall be modified as indicated below to accommodate all employees under this agreement. The L1 Longevity Step shall be eliminated and the MAXIMUM for each classification shall be raised by six (6%) percent.

2. MINIMUM rate is the MINIMUM rate of the April 3, 2005, C Scale.

3. MAXIMUM rate is the L1 rate of the March 6, 2005, A scale.

C. Merit and Salary Increases

1. Merit Increases

d. Merit increase for employees whose rate is between the MINIMUM rate and the MAXIMUM rate for their grade shall be granted at a rate of three and one-half percent (3.5%) in accordance with the Personnel Law. Employees covered by this Agreement who are otherwise eligible to receive a merit increase in each fiscal year will receive it. Employees will continue to receive three and one-half percent (3.5%) merit increases until one of the following occurs:

a. The employee reaches the MAXIMUM of his/her grade.

b. The three and one-half percent (3.5%) increase would establish their hourly rate one percent (1%) or less below the MAXIMUM rate in which case the hourly rate will instead be adjusted to equal the MAXIMUM applicable rate; or

c. The three and one-half percent (3.5%) merit adjustment would cause an employee's salary rated to exceed the MAXIMUM rate established for that grade, in which case the employee's salary will instead be adjusted to equal the MAXIMUM applicable rate.

2. Salary Increase Upon Promotion or Reallocation

Employees within the MINIMUM to MAXIMUM rate range will receive a salary increase upon promotion or reallocation at the rate of two (2) five percent (5%) steps (that is, 10.0%) 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.

3. Salary Decrease Upon Demotion

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, 10.0%), provided that in no event may the rate upon demotion be less than the MINIMUM rate or exceed the MAXIMUM rate of the new grade.

4. Anniversary Date

Employees covered by this Agreement and hired before July 1, 2005, will keep the anniversary dates that they held on July 1, 2005, for as long as they are continuously employed. Employees entering the unit (through new hire, transfer, promotion, demotion) on or after July 1, 2005, will have as their anniversary dates the date of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

5. Paychecks

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

ARTICLE 13 -- HOURS OF WORK

A. Except for 1) employees working on special operations, 2) employees hired on or after July 1, 2005, 3) former General Schedule employees who entered this bargaining unit after April 1, 2006, 4) those employees for whom the County has received the Union's consent to work an alternate work schedule, 5) transit equipment operators who work split shifts, 6) employees assigned to the animal shelter, 7) OCS employees permanently assigned to the Correctional Center, and 8) DPWT employees assigned to dispatching responsibilities, employees shall have a regular workweek of eight (8) consecutive hours, excluding an unpaid meal period, within a twenty-four (24) hour period, and the normal workweek shall consist of five (5) consecutive days, Monday through Friday. Employees engaged in special operations are defined as employees engaged in an operation for which there is regularly scheduled employment in excess of five (5) workdays in any seven (7) day period, or in excess of eight (8) hours in a workday, provided that any such employee will be compensated for hours worked in excess of forty (40) hours in a workweek pursuant to Article 15 [Premium Pay]. Where Management converts a normal operation to a special operation, Management will provide the Union and the affected employees with reasonable notice of their schedule change. The Union may place issues arising as a result of the conversion of an operation to a special operation on the agenda of the Labor-Management Committee for discussion, but such issues are not subject to the grievance and arbitration provisions of this Agreement.

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

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

1. The Employer shall implement a flexible work schedule in accordance with the following:
 - (a) Operational requirements must be met;
 - (b) Service to the public or client population must be maintained;
 - (c) Costs to the County will not be increased;
 - (d) Each office/ operation must be covered during regular hours;
 - (e) Flex-time will not diminish the ability of the Department to assign responsibility and accountability to individual employees for the provision of County services and the performance of their duties;
 - (f) Flex-time will not affect the 80-hour pay period for full-time employees.

2. It is recognized that some operations within the County do not lend themselves to flexible work hours. The Director of the affected Department may exclude organizational units or positions from flex-time. Where flex-time is allowed, the Director may specify the types of flex-time that will be available to employees in accordance with operational requirements, and

may exclude employees with bona fide performance or attendance problems. Decisions by the Director to exclude organizational units, positions, or individual employees with documented performance problems are not grievable or arbitral under this Agreement.

D. Employees may voluntarily work ten (10) or twelve (12) hour shifts when authorized by the appointing authority provided such ten (10) or twelve (12) hour shifts shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided for all five (5) day, forty (40) hour a week employees. Except, however, that ten (10) and twelve (12) hour shift employees who actually work on a holiday shall receive full holiday compensation for the regularly scheduled shift worked on a holiday. Said employees shall be entitled to overtime compensation for work only in excess of eighty (80) hours per payroll period or shall accumulate compensatory time off at the rate of time-and-one-half (1.5) only for time worked in excess of eighty (80) hours.

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. Any employees covered by this agreement who report for duty on a day the County is closed due to a special operation or other unforeseen causes, have completed their assigned duties, and are released from duty for the balance of their shift, will be granted administrative leave for the balance of the shift.

G. When the County is closed and grants administrative leave to nonessential employees, essential employees who work their assigned shifts on that day will be granted the same number of hours on an hour-for-hour basis of compensatory leave as nonessential employees were granted in administrative leave.

H. Employees not designated as essential will also receive compensatory time on an hour-for-hour basis for work they are required to perform on their regularly scheduled tour of duty when other employees on the same tour of duty not required to work are granted administrative leave due to the declaration of an Administrative Closing.

ARTICLE 14 -- REST PERIOD

Each department shall have its own policy regarding rest periods upon recommendations submitted by the Labor Management Committee. This policy will include no less than two (2) fifteen (15) minute breaks which may or may not be incorporated in the employee lunch period.

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 (1.5) 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 hours they are required to work on Sunday. In this context, the term Sunday means the "regular day of rest" immediately preceding the start of the individual's normal workweek when the employee is not required to report for work. In some instances, this "regular day of rest" occurs on the same day each week. In other situations, this scheduled day of rest may rotate in a definite pattern that is to be determined by the Department. Overtime work on a "regular day of rest" that may occur at the conclusion of the individual employee's normal workweek is not covered by this section.

3. All employees will be compensated at the rate of two (2) times their regular rate of pay for work on the seventh consecutive day. of work.

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 un-worked) for which an employee is compensated, shall be regarded as hours worked.

C. Employees covered by this Agreement may elect to accrue compensatory leave in lieu of the appropriate overtime pay 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 (.5) hour meal period. For every four (4) consecutive hours of work thereafter, employees shall receive an additional one-half (.5) 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 selection(s) should be made, so far as the circumstances will permit, from qualified employees who are capable of doing the particular work. Overtime should be allotted amongst all employees in as fair and equitable a manner as circumstances and the job requirements will permit within the appropriate class.

G. Certification Pay

1. Construction Standards Inspectors and Property Standards Inspectors will receive a five percent (5%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed the International Code Council (ICC) National Certification

Examination Program examinations listed immediately below or their predecessors:

- a. Residential Building Inspector (B1);
- b. Residential Electrical Inspector (E1);
- c. Residential Mechanical Inspector (M1);
- d. Residential Plumbing Inspector (P1);
- e. Commercial Building Inspector (B2); and,
- f. Fire Inspector I (66).

2. Construction Standards Inspectors who perform commercial electrical inspections will receive a five percent (5%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed both ICC Residential Electrical Inspector (E1) and the ICC Commercial Electrical Inspector (E2).

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

4. Construction Standards Inspectors will receive a five percent (5%) increase in their base hourly rates of pay provided they substantiate to the Employer that they have passed the International Code Council (ICC) National Certification Examination Program examinations listed immediately below:

- a. Commercial Mechanical Inspector (M2)
- b. Building Plans Examiner (B3)
- c. Commercial Energy Inspector (77)
- d. Residential Energy Inspector/Plans Examiner (79)
- e. Fire Inspector II (67)
- f. Accessibility Inspector/Plans Examiner (21)

5. Traffic Service Workers and Engineering Technicians in the Department of Public Works and Transportation will receive a five percent (5%) increase in their base hourly rates of pay provided that they substantiate to the Employer that they have passed the International Municipal Signage Association (IMSA) Certification Program related to the Department of Public Works and Transportation job requirements.

6. Construction Standards Inspectors and Engineering Technicians in the Department of Public Works and Transportation will receive a five percent (5%) increase in their base hourly rates of pay provided that they substantiate to the Employer that they have been awarded an Engineering Technician, Level III, certification from the National Institute for Certification of Engineering Technicians (NICET).

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

maintain a certificate will result in forfeiture of the premium pay.

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

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

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

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

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

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

14. Employees who substantiate to their employer that they have passed the Fundamentals of Engineering Examination as administered by the State Board of Professional Engineers or, the Certified Building Official's Legal and Management (01), and Technology (02) examinations administered through the ICC shall receive a five percent (5%) increase in their base hourly rates of pay.

15. Employees who substantiate to their employer that they have achieved Professional Licensure issued by the Maryland Board of Professional Engineers or the Maryland State Board of Architects shall receive a five percent (5%) increase in their base hourly rates of pay.

H. Language Interpretation

Employees covered by this Agreement will receive five hundred twenty dollars (\$520.00) per year provided they pass a conversational proficiency test if offered by the County and certifying verification. Details on testing requirements will be developed between the County and Union. In the event that American Sign Language is requested, a contractual employee will provide the service. In the event an employee is required to speak a second language as part of the normal routine of their job, that status will be reflected in the employee's job description. The employee will be required to pass a conversational proficiency test.

ARTICLE 16 – SPECIAL OPERATIONS, CALL-IN, STANDBY AND DIFFERENTIAL PAY

A. Special Operations

1. A Special Operation will include but not be limited to the following:

- a) Inclement Weather
- b) Natural or Man Made Disasters
- c) Other Emergency Conditions

2. Each Director may designate a Special Operation for his/her own Agency. Where the Director has designated a special operation, he/she may, at his/her discretion, schedule employees to work the special operation 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. The parties agree that Sections A.1 and A.2 above are meant to provide operating flexibility for special situations of weather, disaster, or short term emergencies. It does not provide authority to change schedules of bargaining unit employees so as to avoid premium pay for regular, recurring work. Examples of work not authorized to be changed under these sections include but are not limited to methadone clinic work, routine police car repair or accessorization, and leaf collection.

4. On days when the Director has designated 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.

5. Where, pursuant to paragraph 2, above, employees who report at their normal starting time (e.g., 7:30 a.m.) on the first day of a special operation are relieved of duty prior to completion of their regularly scheduled shift, the employees will be paid either administrative leave or compensatory leave at the straight-time rate on an hour for hour basis for the balance of

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

6. 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, provided, however, that any compensatory leave so earned will not be forfeited.

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

8. When employees are under a regular work schedule and a condition arises that would change it to a special operation, no employee will be required to work more than twelve (12) consecutive hours in a day except as permitted by Federal or State Law, or unless the Governor, or designee declares a state of emergency.

9. Notwithstanding Article 40 (Holidays), when a holiday is observed on a day that a special operation is designated, any employee covered by this Agreement who works on that day will be paid at the rate of two and one-half (2.5) times their regular rate for all hours worked when the special operation is in effect on the holiday.

B. Call-in/Stand By

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

2. Except for special operations, if the employer directs any employee to be on-call or standby, the employee will receive three (3) hours during weekdays and four (4) hours on holidays and weekends of compensatory leave or pay at the request of the employee and the approval of the Appointing Authority for each day on standby.

3. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.

4. Except for special operations, when carrying a County issued personal communications device, the employee will receive straight time for after duty hours and one and one-half (1 ½) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority or his/her designee) if asked to respond including travel

time.

C. Shift Differential

1. Employees covered by this agreement who are assigned to the Refuse Disposal Division or the Refuse Collection Division shall be paid a differential of one dollar and forty cents (\$1.40) for each hour actually worked. This differential will also be paid, on the same basis, to all employees who normally receive it but who are temporarily assigned to special operations, and it will also be paid to all other employees covered by this Agreement for hours actually worked on special operations.

2. Animal Control Officers and Office of Central Services maintenance staff who are permanently assigned to the Correctional Center shall be paid a differential of one dollar (\$1.00) per hour.

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

4. To the extent permitted by applicable law, the differential paid under this subsection 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. Landfill employees with job assignments that make them eligible for the differential on a full-time permanent basis shall receive that pay for all paid status hours, including approved leave hours and holidays.

ARTICLE 17 -- WORK CLOTHING AND TOOLS

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

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

C. Employees covered by this Agreement who work as mechanics in the Office of Central Services, the Department of Environmental Resources and the Department of Public Works and Transportation are required to furnish and maintain their own mechanic's tools in a serviceable

condition. To assist in defraying the expenses associated with this obligation, these employees will be provided with a tool allowance of four hundred fifty dollars (\$450.00) per year in a check during the second full pay period in July.

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

E. Those Animal Control Officers who are provided uniforms will be paid a uniform maintenance allowance of four hundred twenty-five dollars (\$425.00) during Fiscal Year 2008 and Fiscal Year 2009 for the upkeep of their uniforms. This allowance will be paid during the first full pay period beginning on or after July 1 of each year of this Agreement.

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

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

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

ARTICLE 18 -- TEMPORARY ASSIGNMENTS

A. Employees who are required to perform duties of a higher job classification after one (1) workday 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) calendar days in any one (1) calendar year. The employee shall receive a performance assessment if they remain in the higher classification for more than thirty (30) days. Employees(s) detailed to a position shall be given consideration should they make application once the position is announced.

B. The County shall not schedule work to intentionally circumvent any provision of this Article.

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

D. Advance notice will be given to the Union of any Temporary Assignment that will exceed

thirty (30) calendar days to the extent feasible.

E. Employees covered by this Agreement who believe their job duties and responsibilities are outside of their classification may submit a request to their Appointing Authority pursuant to Personnel Law to review the status of his/her position for reallocation where the Appointing Authority believes the action is necessary.

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. If the employee believes his/her health to be in danger, a written request should be submitted to the immediate supervisor requesting temporary relocation until the condition is resolved. An employee will not suffer any adverse action based on his/her request. A verbal acknowledgement will be provided immediately, however, a written response will be provided to the employee within one hour of the request. 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 Health and Safety Committee sixty (60) calendar days after ratification of this contract. The Committee shall meet as issues arise, by either party, but not more than monthly, unless agreed to by both parties. The Committee shall be constituted as follows:

1. Equal numbers of members from Labor and Management;
2. Each party shall select their own members; and,
3. A representative from Labor and Management shall co-chair.

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

D. The Employer will provide safety training to employees as required for performance of their job and as required by OSHA/MOSHA.

E. Annual influenza shots will be made available first to clinical staff and then to general staff based on availability. Hepatitis B vaccine is offered in accordance with OSHA requirements.

F. The employer shall follow a "Summer Heat" guideline to protect the health and welfare of all employees covered by this Agreement at all times, especially during periods when the outside temperature equals or exceeds 95 degrees. For employees whose primary daily work activities are performed in outdoor environments on days declared by the Washington Council of Governments as a Code Red and when the temperature equals or exceeds 95 degrees, the County will:

1. Consider rainy day activities.
2. Adjust the start of the work day.

3. Supply employees with adequate drinking water or other liquid supplements to maintain body fluid.

4. Permit the employee to take rest periods as deemed necessary by the employee at least 10 minutes per hour.

5. Implement this article uniformly, fairly and in the best interest of the employees.

G. To the extent permitted by law, the County will provide monthly aggregation data on accidents involving bargaining unit members.

ARTICLE 20 -- PROBATIONARY PERIOD

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

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

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

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

ARTICLE 21 -- PROMOTIONS

A. The term promotion shall mean the advancement of an employee to a vacant position in a class with a higher grade.

B. Promotions to positions covered by this Agreement shall be made pursuant to the following procedures:

1. General Procedures Applicable to All Promotions

a. A “vacancy” is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee that the County intends to fill or which is created when the County determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County elects, in its discretion, to fill the vacancy through the competitive process, the County will notify the AFSCME Staff Representative, Labor Relations Specialist, or the Local President five (5) days in advance and then advertise the specific position to bargaining unit employees by posting a notice at all work locations at places where notices are customarily posted. Any employee covered by this Agreement may apply for any vacancy as defined in this Section.

b. Promotion opportunities shall be posted on bulletin boards or where notices to employees are customarily posted for a minimum of fourteen (14) calendar days. The announcement shall identify the promotion opportunity by location, title, and grade, qualification requirements, written or oral tests to be given and other factors to be considered in the examining process. 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 fourteen (14) calendar days from the issuance of the announcement.

c. When a bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified bargaining unit employee will be placed on the list of eligibles sent to the appropriate Department for its consideration. The Appointing Authority will ensure that any bargaining unit member from the Department on any list of eligibles will be granted an interview for the position vacancy if an interview is part of the selection process.

2. Equipment Operator Series Promotions

For promotions within the Equipment Operator series, the candidate with the greatest departmental seniority who is qualified to perform the job will be promoted. In determining whether or not a candidate is qualified to perform the job, the employee must demonstrate the ability to perform competently all tasks associated with the position, and Management may also consider whether the candidate has satisfactory past performance, disciplinary, leave and accident records. The Employer agrees, however, that it will not unreasonably use these considerations to deprive a senior candidate of a promotional opportunity. Permanent part-time employees (Transit Equipment Operators (EO 1's) of the transit division shall receive equal treatment in the filling of vacant Equipment Operator I positions in the Highway Maintenance

Division of the Department of Public Works and Transportation with consideration given for the applicant's seniority, provided that the applicant is qualified through competitive testing and has a satisfactory work record.

3. Promotions To All Other Positions Covered By This Agreement

For promotions to any position covered by this Agreement other than those described in subparagraph (2) above, the Employer will consider such factors as knowledge, training, ability, skill, efficiency, reliability and physical fitness. When the determining factors are equal, the employee with the greatest amount of departmental seniority will be promoted. If after a reasonable time, 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.

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

ARTICLE 23 -- SENIORITY

A. Seniority is defined as the length of uninterrupted service with the County beginning at the employee's initial hire date. Departmental seniority shall mean an employee's length of continuous service with 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 the paragraph 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 fourteen (14) 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 County shall furnish the Union a seniority list (an alphabetical listing by County seniority of all employees in the bargaining unit) on January 1 of each year, and upon request, an updated seniority list shall be furnished by the County on July 1. Said listing shall include employee's most recent 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 most recent hire date, job title, salary and work location/department.

ARTICLE 24 -- LAYOFF AND RECALL

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

B. The duly elected Presidents and Labor Relations Specialist of the locals shall be granted superseniority for the duration of his/her time of office. The grant of superseniority means that the Union Presidents will be the last bargaining unit employees to be laid off in the event that a

reduction-in-force affects bargaining unit employees. Once out of office, the former President and Labor Relations Specialist shall revert to his/her regular seniority date.

ARTICLE 25 -- PERSONNEL FILES

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

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

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

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

D. The department will distribute the employee's copy of any processed Personnel information 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, temporary employees, or Limited Term Grant Funded personnel 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. Zero (0) through three (3) years of service Thirteen (13) days
- 2. Four (4) through fifteen (15) years of service
Twenty (20) days
- 3. Sixteen (16) or more years of service Twenty-six (26) days

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

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

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

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

F. Employees shall accumulate annual leave commencing the first date of their employment, but shall not be granted annual leave during the first ninety (90) days of service with the Employer. The employee shall earn a leave credit at the appropriate rate as indicated in paragraph A. above which may be granted after the employee's ninetieth (90th) calendar day of service. Any absence during the first ninety (90) days of service, except due to illness (chargeable to sick leave) or for administrative reasons, shall be charged as leave without pay.

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

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

I. Approved vacation requests shall not be subject to cancellation except in cases of emergency as determined by the Department Director. Employees covered by this Agreement will not be called in to work while on vacation except in cases of emergency as determined by the Department Director. An employee whose vacation approval is canceled or who is called in

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

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

K. Vacation leave may be taken in increments of one-half (.5) hour or more.

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

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

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

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

ARTICLE 28 -- SICK LEAVE

A. All full-time employees earn four and one-half (4 1/2) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours. 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, domestic partner, dependent children, parents, grandparents, grandchildren, or former primary caregiver, 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. For purposes of this Article, "domestic partner" shall mean that an employee covered by this Agreement has established a domestic partnership. To establish a domestic partnership, an employee covered by this Agreement and his/her partner must satisfy all of the following requirements:

1. Be the same sex;
2. Share a close personal relationship and be responsible for each other's welfare;
3. Have shared the same legal residence for at least twelve (12) months;
4. Be at least eighteen (18) years old;
5. Have voluntarily consented to the relationship, without fraud or duress;
6. Not be married to, or in a domestic partnership with, any other person;
7. Not be related by blood or affinity in a way that would disqualify them from marriage under State law if the employee and partner were opposite sexes; and,

8. Be legally competent to contract and share sufficient financial and legal obligations.

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

F. Sick leave will be retained in an employee's account for a period of two (2) years in the event the employee is separated due to a reduction-in-force.

G. 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.

H. 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.

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

ARTICLE 29 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

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

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

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

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

The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in the 1996 leave year (i.e. January 4, 1997), or three hundred sixty (360) hours, whichever is greater.

4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of January 4, 1997. Sick leave earned beginning the first pay period of the 1997 leave year is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

5. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

6. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 shall forfeit any sick leave hours accumulated at the time of the employee's separation.

7. Upon retirement, an employee shall be entitled to receive credit on an actuarial equivalent basis for unused sick leave for which an authorized cash payment has not been elected as creditable service in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, and the terms of any applicable County sponsored pension plan.

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

ARTICLE 30 -- PERSONAL LEAVE

Twenty-eight (28) hours personal leave per wage reporting year shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance

of use. There shall be no accumulation of personal leave, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment. Transit Equipment Operators (EO 1's) who take a personal leave day will be given sufficient leave to cover their scheduled workday. Personal leave may be taken in increments of one (1) hour.

Personal leave shall be effective concurrent with the wage-reporting year.

ARTICLE 31 -- MILITARY LEAVE

Military leave will be administered in accordance with the Personnel Law and subsequent amendments thereto.

ARTICLE 32 -- BEREAVEMENT LEAVE

A. In the event of the death of an employee's primary care giver, parent, spouse, domestic partner, child, parent-in-law, son- or daughter-in-law, brother- or sister-in-law, grandchild, brother, sister, aunt, uncle, grandparents, or spouse's grandparents, the employee shall be permitted to take up to five (5) working days leave from the employee's accumulated leave for bereavement. Upon the death of the employee's former primary care givers, parents, parents-in-law, spouse, domestic partner, siblings or child, the first three (3) days will be charged to administrative leave and the rest to the employee's accumulated leave. For any other member of the employee's family (as defined above), the first two (2) leave days will be administrative leave days and the rest will be charged to the employee's accumulated leave.

B. For purposes of this Article, "domestic partner" shall mean that an employee covered by this Agreement has established a domestic partnership. To establish a domestic partnership, an employee covered by this Agreement and his/her partner must satisfy all of the following requirements:

1. Be the same sex;
2. Share a close personal relationship and be responsible for each other's welfare;
3. Have shared the same legal residence for at least twelve (12) months;
4. Be at least eighteen (18) years old;
5. Have voluntarily consented to the relationship, without fraud or duress;
6. Not be married to, or in a domestic partnership with, any other person;
7. Not be related by blood or affinity in a way that would disqualify them from marriage under State law if the employee and partner were opposite sexes; and,
8. Be legally competent to contract and share sufficient financial and legal obligations.

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 within seven (7) days of the initial request. 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 -- DISABILITY LEAVE

In the event an employee covered by this Agreement is injured on the job and released by his/her physician to perform light duty, such light duty shall be administered in accordance with personnel policy and procedures.

ARTICLE 38 -- 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. Prior to granting civic duty leave, the employee must provide prior notice to the employer along with a copy of the subpoena as soon as possible following receipt of such subpoena.

ARTICLE 39 -- 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 40 -- 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 41 -- HEALTH AND WELFARE

A. In CY08, the County shall contribute seventy-four percent (74%) 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-six percent (26%).

In CY09, the County shall contribute seventy-three percent (73%) 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-seven percent (27%).

B. In CY08, the County shall contribute seventy-nine percent (79%) 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-one (21%).

In CY09, the County shall contribute seventy-eight percent (78%) 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-two (22%).

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. In CY08, the Employer shall contribute eighty nine percent (89%) 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 eleven percent (11%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

In CY09, the County shall contribute eighty-eight percent (88%) 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 twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

D.1. The changes in premium contribution percentages (in paragraphs A, B and D) will not become effective unless and until collective bargaining agreements and/or necessary resolutions are approved by the County Council in effect providing that such changes are effective for all County employees. Changes will not be retroactive.

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

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

G. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) 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 basic 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 and 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 and 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 basic life insurance to one (1) times their annual salary and receive a credit.

I. 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.

J. When 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.

K. The County 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.

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

M. A Health Care Benefits Committee shall be formed thirty (30) days after enactment by the County Council of this Agreement. The purposes of the Committee shall be to review existing health care benefits and provisions for employees and retirees; make recommendations to the Chief Administrative Officer regarding health care benefit levels, cost containment measures and contribution ratios; and meet on a monthly basis or as necessary. Committee members shall include the four Local Presidents, Staff Representative and the Labor Relations Specialist, and an equal number of County representatives. Committee members may send designees to

Committee meetings in their place. Each party may appoint one or more outside consultants. The compensation of the consultants shall be the responsibility of the appointing party. Consultants shall be permitted to attend all Committee meetings and shall advise Committee members on subjects under Committee review. The Committee shall be co-chaired by the Chief Labor Negotiator and one of the aforementioned Union Representatives.

N. 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.

O. Any changes to an employees health benefits arising out of the adoption of this Agreement shall take effect annually on January 1.

ARTICLE 42 – TUITION ASSISTANCE/CAREER DEVELOPMENT

The Union and each Department under this Agreement will meet to establish a committee to develop a strategic plan for on-the-job orientation and professional career development on a department-by-department basis which may include, but is not limited to, allowances and reimbursements. This plan shall be submitted to the appropriate Deputy Chief Administrative Officer within one hundred eighty (180) days of signing this Agreement.

ARTICLE 43 – MUNICIPAL RAILWAY PASSES

The County will investigate participation in a commuter check program within thirty (30) days of enactment of this Agreement with recommendations for implementation within sixty (60) days.

ARTICLE 44 -- SUPPLEMENTAL RETIREMENT BENEFIT

A. Benefit Accrual and Amounts.

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

1. Benefit accrual is at the rate of 0.4% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph E, below.

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

B. Vesting.

1. Minimum Continuous Service Requirements.

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

2. Vested Benefit.

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

C. Benefit Payment.

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

D. Funding.

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

E. Definitions.

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

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

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

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

F. Hold Harmless for Supplemental Retirement and Leave Payout.

1. For any employee covered by this Agreement who retires on or after July 1, 1993, "average annual compensation" as that term is defined in paragraph E (Definitions), above, will be calculated as if the employee had received any step increase the employee would otherwise have received during the term of this Agreement but for the deferral of such step increases. This salary shall also be applicable to calculating any leave payouts due upon retirement during this period of time.

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

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

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

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

Effective July 1, 2001, the benefit accrual rate in paragraph G, above, shall be increased from six tenths of one percent (0.6%) to eight tenths of one percent (0.8%) per year for up to twenty-five (25) years of service for an increase in normal benefit from fifteen percent (15%) to twenty percent (20%). The additional cost for this benefit enhancement will be paid totally by the County.

I. Supplemental Retirement Benefit Plan (modifications effective January 1, 2007)

1. Effective January 1, 2007, the benefit accrual rate in paragraph H, above, shall be increased from eight tenths of one percent (0.8%) per year to one percent (1.0%) per year of service for up to thirty (30) years of service with a maximum benefit of thirty percent (30.0%) of Average Annual Compensation. The total cost of this enhancement will be borne by the County.

2. All eligible members of Locals 2462, 2735, 3389 and 1170 will be enrolled in the AFSCME supplemental pension plan.

J. Part-time Employees.

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

K. IRS Pickup Plan

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

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

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

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

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

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

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

ARTICLE 45 -- DISCIPLINE AND DISCHARGE

A. Section 1. Discipline

1. Employees shall only be disciplined for just cause.

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

3. Administrative charges may not be brought against an employee unless filed within ninety (90) calendar days from the latest of:

- (a) The date of the incident
- (b) The date management knew or should have known
- (c) Termination of relevant court proceedings
- (d) Termination of the employee's incarceration
- (e) Any other extenuating circumstances which prevents the employee from being available

4. 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.

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

6. The Local President, Labor Relations Specialist, and appropriate Steward shall receive copies of all written disciplinary actions and intended action.

7. Employees covered by this Agreement shall have Union representation when the employee is being questioned regarding any incident which could ultimately lead to an adverse action being taken against the employee.

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

B. Section 2. Discharge and Suspension

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

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

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

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

ARTICLE 46 -- GRIEVANCE PROCEDURE

A. A complaint or dispute between the parties or between the County and an employee, including a complaint or dispute involving the application, meaning or interpretation of the

provisions of this Agreement shall be considered a grievance and subject to resolution under the following procedures:

The Local President may file a President's grievance on behalf of a member or members.

1. Step 1.

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

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

2. Step 2.

Except as modified below, if the grievance is not resolved under Step 1, and the Union elects to pursue the matter beyond Step 1, the Labor Relations Specialist 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 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 is not resolved under Step 2, and the Union, through its Council 67 Representative elects to pursue the matter beyond Step 2, a written appeal signed by the aggrieved employee and the Council 67 Representative may be filed with the Director, Office of Human Resources Management, within ten (10) working days after receipt of the answer at Step 2. Within ten (10) working days after receipt of the appeal, the Director or his/her designee and the Union will meet to discuss the grievance. The Director, or his/her 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. 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.

B. The parties agree that grievances will remain confidential.

ARTICLE 47 -- JOB DESCRIPTION

The signature of employees covered by this Agreement on job descriptions acknowledges employer 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 their job classification.

ARTICLE 48 – MANAGEMENT COMMUNICATIONS

A. Upon initial printing, the County shall print the contracts at no cost to the Union. It shall distribute copies to new members of this bargaining unit at New Employee Orientation Program (NEOP).

B. The County will ensure that, upon request, all Union officers and shop stewards have access to a computer and be placed on the County's email system.

ARTICLE 49 -- 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 50 -- 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 51 -- DURATION AND REOPENER

This Agreement shall become effective on July 1, 2007 unless otherwise stated in specific sections, and shall remain in full force until June 30, 2009. This Agreement shall be automatically renewed from year to year after June 30, 2009 unless either party shall notify the other in writing no later than October 1, 2008 (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 _____, 2007, 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:

Stephen Poor
Political and Legislative Coordinator, Council 67
AFSCME Locals 1170, 2462, 2735 and 3389

Jack B. Johnson
County Executive

John S. Hawkins, Jr.
President, Local 2462

Rhonda Wallace
President, Local 1170

Mavis Alexander
President, Local 2735

Thomas F. Colbert
President, Local 3389

ATTACHMENT A – Salary schedule

**SCHEDULE OF PAY GRADES (A01 - A27)
 AFSCME LOCALS 1170, 2462, 2735 and 3389
 PRINCE GEORGE'S COUNTY, MARYLAND
 EFFECTIVE JULY 8, 2007**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A01	HOURLY	7.5651	14.8887
	BIWEEKLY	605.21	1191.10
	ANNUAL	15,735	30,968
A02	HOURLY	7.9434	15.5928
	BIWEEKLY	635.47	1247.42
	ANNUAL	16,522	32,433
A03	HOURLY	8.3402	16.3381
	BIWEEKLY	667.22	1307.05
	ANNUAL	17,348	33,983
A04	HOURLY	8.7574	17.1248
	BIWEEKLY	700.59	1369.98
	ANNUAL	18,215	35,620
A05	HOURLY	9.1950	17.9322
	BIWEEKLY	735.60	1434.57
	ANNUAL	19,126	37,299
A06	HOURLY	9.6550	18.0774
	BIWEEKLY	772.40	1446.19
	ANNUAL	20,082	37,601

**SCHEDULE OF PAY GRADES (A01 - A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 8, 2007**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A07	HOURLY	10.1375	18.9467
	BIWEEKLY	811.00	1515.73
	ANNUAL	21,086	39,409
A08	HOURLY	10.6445	19.8400
	BIWEEKLY	851.56	1587.20
	ANNUAL	22,141	41,267
A09	HOURLY	11.1765	20.8105
	BIWEEKLY	894.12	1664.84
	ANNUAL	23,247	43,286
A10	HOURLY	11.7354	21.8038
	BIWEEKLY	938.83	1744.30
	ANNUAL	24,410	45,352
A11	HOURLY	12.3221	22.8597
	BIWEEKLY	985.77	1828.78
	ANNUAL	25,630	47,548
A12	HOURLY	12.9382	23.9576
	BIWEEKLY	1035.06	1916.61
	ANNUAL	26,911	49,832
A13	HOURLY	13.5851	25.1165
	BIWEEKLY	1086.81	2009.32
	ANNUAL	28,257	52,242
A14	HOURLY	14.2644	26.3382
	BIWEEKLY	1141.15	2107.06
	ANNUAL	29,670	54,784

**SCHEDULE OF PAY GRADES (A01 - A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 8, 2007**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A15	HOURLY	14.9773	27.6219
	BIWEEKLY	1198.18	2209.75
	ANNUAL	31,153	57,454
A16	HOURLY	15.7267	28.9468
	BIWEEKLY	1258.14	2315.74
	ANNUAL	32,712	60,209
A17	HOURLY	16.5128	30.3546
	BIWEEKLY	1321.03	2428.37
	ANNUAL	34,347	63,138
A18	HOURLY	17.3385	31.8458
	BIWEEKLY	1387.08	2547.67
	ANNUAL	36,064	66,239
A19	HOURLY	18.2055	33.3986
	BIWEEKLY	1456.44	2671.88
	ANNUAL	37,867	69,469
A20	HOURLY	19.1158	35.0341
	BIWEEKLY	1529.26	2802.73
	ANNUAL	39,761	72,871
A21	HOURLY	20.0715	36.7523
	BIWEEKLY	1605.72	2940.19
	ANNUAL	41,749	76,445
A22	HOURLY	21.0751	38.5330
	BIWEEKLY	1686.01	3082.64
	ANNUAL	43,836	80,149

**SCHEDULE OF PAY GRADES (A01 - A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 8, 2007**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A23	HOURLY	22.1289	40.4380
	BIWEEKLY	1770.31	3235.04
	ANNUAL	46,028	84,111
A24	HOURLY	23.2353	42.4048
	BIWEEKLY	1858.83	3392.39
	ANNUAL	48,329	88,202
A25	HOURLY	24.3971	44.4959
	BIWEEKLY	1951.77	3559.67
	ANNUAL	50,746	92,551
A26	HOURLY	25.6169	46.6905
	BIWEEKLY	2049.36	3735.24
	ANNUAL	53,283	97,116
A27	HOURLY	26.8978	49.0250
	BIWEEKLY	2151.82	3922.00
	ANNUAL	55,947	101,972

The hourly rates are the July 9, 2006 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (A01 - A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 6, 2008

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A01	HOURLY	7.7542	15.2609
	BIWEEKLY	620.34	1220.87
	ANNUAL	16,129	31,743
A02	HOURLY	8.1419	15.9826
	BIWEEKLY	651.36	1278.61
	ANNUAL	16,935	33,244
A03	HOURLY	8.5487	16.7465
	BIWEEKLY	683.90	1339.72
	ANNUAL	17,781	34,833
A04	HOURLY	8.9763	17.5529
	BIWEEKLY	718.11	1404.23
	ANNUAL	18,671	36,510
A05	HOURLY	9.4249	18.3805
	BIWEEKLY	753.99	1470.44
	ANNUAL	19,604	38,231
A06	HOURLY	9.8963	18.5293
	BIWEEKLY	791.71	1482.35
	ANNUAL	20,584	38,541
A07	HOURLY	10.3910	19.4203
	BIWEEKLY	831.28	1553.63
	ANNUAL	21,613	40,394

**SCHEDULE OF PAY GRADES (A01 - A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 6, 2008**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A08	HOURLY	10.9106	20.3360
	BIWEEKLY	872.85	1626.88
	ANNUAL	22,694	42,299
A09	HOURLY	11.4559	21.3307
	BIWEEKLY	916.47	1706.46
	ANNUAL	23,828	44,368
A10	HOURLY	12.0288	22.3489
	BIWEEKLY	962.30	1787.91
	ANNUAL	25,020	46,486
A11	HOURLY	12.6302	23.4312
	BIWEEKLY	1010.41	1874.50
	ANNUAL	26,271	48,737
A12	HOURLY	13.2616	24.5565
	BIWEEKLY	1060.93	1964.52
	ANNUAL	27,584	51,078
A13	HOURLY	13.9247	25.7445
	BIWEEKLY	1113.98	2059.56
	ANNUAL	28,963	53,548
A14	HOURLY	14.6210	26.9967
	BIWEEKLY	1169.68	2159.74
	ANNUAL	30,412	56,153
A15	HOURLY	15.3517	28.3124
	BIWEEKLY	1228.14	2265.00
	ANNUAL	31,932	58,890

**SCHEDULE OF PAY GRADES (A01 - A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 6, 2008**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A16	HOURLY	16.1199	29.6705
	BIWEEKLY	1289.59	2373.64
	ANNUAL	33,529	61,715
A17	HOURLY	16.9256	31.1135
	BIWEEKLY	1354.05	2489.08
	ANNUAL	35,205	64,716
A18	HOURLY	17.7719	32.6420
	BIWEEKLY	1421.76	2611.36
	ANNUAL	36,966	67,895
A19	HOURLY	18.6606	34.2335
	BIWEEKLY	1492.85	2738.68
	ANNUAL	38,814	71,206
A20	HOURLY	19.5937	35.9099
	BIWEEKLY	1567.49	2872.80
	ANNUAL	40,755	74,693
A21	HOURLY	20.5733	37.6711
	BIWEEKLY	1645.87	3013.69
	ANNUAL	42,793	78,356
A22	HOURLY	21.6020	39.4963
	BIWEEKLY	1728.16	3159.70
	ANNUAL	44,932	82,152
A23	HOURLY	22.6821	41.4490
	BIWEEKLY	1814.57	3315.92
	ANNUAL	47,179	86,214

**SCHEDULE OF PAY GRADES (A01 - A27)
AFSCME LOCALS 1170, 2462, 2735 and 3389
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 6, 2008**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
A24	HOURLY	23.8162	43.4649
	BIWEEKLY	1905.30	3477.20
	ANNUAL	49,538	90,407
A25	HOURLY	25.0070	45.6083
	BIWEEKLY	2000.56	3648.66
	ANNUAL	52,015	94,865
A26	HOURLY	26.2574	47.8578
	BIWEEKLY	2100.59	3828.62
	ANNUAL	54,615	99,544
A27	HOURLY	27.5702	50.2507
	BIWEEKLY	2205.62	4020.05
	ANNUAL	57,346	104,521

The hourly rates are the July 8, 2007 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

ATTACHMENT B**MEMORANDUM OF UNDERSTANDING****BETWEEN PRINCE GEORGE'S COUNTY, MARYLAND &****THE AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME) LOCALS AND 1170, 2462, 2735 AND 3389**

This Memorandum of Understanding is entered into by and between the Prince George's County, Maryland (the "County"), and the American Federation of State County and Municipal Employees ("AFSCME") and its affiliated Locals 3389 and 1170.

WHEREAS, the United States Secretary of Health and Human Services pursuant to Subsection 224(p) of the Public Health Service Act as amended by Subsection 304(c) of the Homeland Security Act, has issued a Declaration;

WHEREAS, the aforementioned Declaration concludes, that a potential public health emergency makes advisable the administration of a covered countermeasure against smallpox including but not limited to the vaccinia vaccine (the smallpox vaccine) or other substance used to prevent or treat smallpox or control or treat the adverse effects of vaccinia to a specified category of individuals, prior to the occurrence of a bio-terrorist event or outbreak of smallpox;

WHEREAS, the specified category of individual that is recommended to take the vaccine are those persons who would be called on to serve on response teams which would be responsible for investigating, treating and containing the first incidents of smallpox, as well as assisting in the inoculation of County public safety personnel and the general population;

WHEREAS, the Prince George's County Health Department (Health Department) is a local health care entity that shall assist in the administration of the smallpox vaccine in the event of a smallpox outbreak;

WHEREAS, the individuals recommended for inoculation at this time include any person who is an official, agent or employee of a health care entity under whose auspices such countermeasures are administered and qualified persons who administer the countermeasures;

WHEREAS, pursuant to the Secretary's Declaration, the Homeland Security Act and the State's Smallpox vaccination plan the Health Department has requested that its employees volunteer to take the smallpox vaccine and serve on the smallpox response team;

NOW THEREFORE, the Parties agree as follows:

1. The County shall educate all Health Department employees about the smallpox virus, the health risks associated with the vaccine and proper infection control protocols. The County agrees to educate all Health Department employees concerning smallpox, the vaccination process, and infection control measures in the workplace. The Health Department shall add Smallpox Training to its current "Infection Control Training"
2. The County agrees that it will not pressure its employees to volunteer to take the Smallpox vaccine and that there shall be no discrimination or reprisals against employees who decline to be vaccinated or experience an adverse reaction to the vaccine.

3. All persons who volunteer to take the vaccine shall receive free and confidential medical screening for contraindications for the vaccine, prior to being administered the vaccine. This screening shall be provided by the Regional Vaccination Center. Those employees who volunteer to take the vaccine, shall receive appropriate medical protocols for receiving the vaccine and monitoring the inoculation site until the site is completely healed.
4. The County shall cover any lost time associated with employees taking the vaccine. The County shall also ensure that its health insurance plans provide coverage for costs associated with receiving treatment for side effects suffered as a result of taking the vaccine. The coverages specified in this paragraph shall be provided so long as the employee has followed the proper protocol for caring for the inoculation site, if applicable, and has filed the appropriate paperwork within the specific timeframe identified in County procedures. Employees who suffer an adverse reaction and are eligible for Disability Leave, in accordance with Personnel Law Section 16-224, will be granted such leave up to one hundred and eighty (180) days. Employees who suffer an adverse reaction and are forced to utilize their accrued leave to take time off of work, shall have their leave restored upon approval of the worker's compensation claim.
5. The County shall provide employees with a triage phone number which they can call twenty-four (24) hours a day, seven (7) days a week to report any adverse reaction. Employees who suffer an adverse reaction will be instructed to submit the first report of injury within the required twenty four (24) hour time frame and to submit all other paperwork required for a Worker's Compensation claim to be filed, according to current guidelines.
6. In order to ensure the employees are able to make a fully informed decision respective to whether or not to take the vaccine, employees shall be fully informed of the job responsibilities they will be expected to carry out if in the event of a smallpox outbreak.

ATTACHMENT C – JOB CLASSIFICATIONS**Job Classifications in Bargaining Units Represented by Local 1170**

PERB CASE NUMBER - 21 390 00018 99

DATE - SEPTEMBER 30, 1999

PERB CASE NUMBER – R-01-05

DATE – APRIL 11, 2006

Accountant IV	A-27
Administrative Assistant III (DFS)	A-24
Administrative Assistant IV	A-27
Budget/Management Analyst IV	A-27
Building Supervisor	A-20
Community Health Nurse III	A-24
Community Health Nurse IV	A-27
Community Developer III	A-24
Community Developer IV	A-27
Counselor III	A-24
Counselor IV	A-27
Disease Control Specialist IV	A-27
Environmental Sanitarian IV	A-27
Psychologist I	A-24
Psychologist II	A-27
Supply Manager I	A-18
Supply Manager II	A-21
Supervisory Clerk	A-14

Job Classifications in Bargaining Units Represented by Local 2462**

Local 2462	Employees in Department of Public Works and Transportation and the Department of Environmental Resources	Account Clerk I	A-9	Investigator I	A-18
		Account Clerk II	A-11	Investigator II	A-21
		Account Clerk III	A-13	Investigator III	A-24
		Account Clerk IV	A-15	Laborer I	A-06
		Administrative Aide I	A-13	Laborer II	A-08
		Administrative Aide II	A-15	Masonry Mechanic I	A-11
		Administrative Aide III	A-17	Masonry Mechanic II	A-12
		Administrative Aide IV	A-19	Masonry Mech. III	A-15
		Administrative Assistant I	A-18	Master Equipment Mechanic	A-19
		Administrative Asst. II	A-21	Master Equipment Operator	A-15
		Administrative Asst. III	A-24	Parts Specialist I	A-12
		Animal Control Officer I	A-11	Parts Specialist II	A-14
		Animal Control Officer II	A-13	Permits Specialist I	A-12
		Animal Control Officer III	A-16	Permits Specialist II	A-13
		Architect I	A-19	Permits Specialist III	A-16
		Architect II	A-21	Permits Supervisor	A-22
		Architect III	A-24	Planner I	A-18
		Auditor I	A-18	Planner II	A-21
		Auditor II	A-21	Planner III	A-24
		Auditor III	A-24	Plans Examiner I	A-17
		Asst. Garage- Supervisor	A-21	Plans Examiner II	A-19
		Budget Aide I	A-13	Plans Examiner III	A-22
		Budget Aide II	A-15	Plans Examiner IV	A-24
		Budget Aide III	A-17	Public Service Aide I	A-02
		Budget Mgmt Analyst I	A-18	Public Service Aide II	A-04
		Budget Mgmt Analyst II	A-21	Property Attendant	A-04
		Budget Mgmt. Analyst III	A-24	Property Standards	A-12
		Clerk Typist I	A-08	Insp I	A-14
		Clerk Typist II	A-10	Property Standards	A-16
		Crew Supervisor I	A-12	Insp II	A-22
		Crew Supervisor II	A-15	Property Standards	A-22
		Crew Supervisor III	A-17	Insp III	
		Community Developer I	A-18	Property Standards	
		Community Developer II	A-21	Insp IV	
		Contract Project Coord I	A-18		
		Contract Project Coord II	A-21		
		Contract Project Coord III	A-24		

	Construction Standards Insp I	A-14	Radio Dispatcher	A-10
	Construction Standards Insp II	A-16	Refuse Collection Inspector I	A-10
	Construction Standards Insp III	A-18	Refuse Collection Inspector II	A-12
	Engineering Tech I	A-16	Refuse Collection Inspector III	A-20
	Engineering Tech II	A-18	Sign Fabricator I	A-10
	Engineering Tech III	A-20	Sign Fabricator II	A-13
	Engineering Tech IV	A-28	Sign Fabricator III	A-15
	Equipment Mechanic I	A-15	Supply/Property Clerk I	A-09
	Equipment Mechanic II	A-16	Supply/Property Clerk II	A-10
	Equipment Mechanic III	A-17	Supply/Property Clerk III	A-10
	Equipment Operator I	A-09	Supply/Property Clerk IV	A-12
	Equipment Operator II	A-11	Supply Tech.	A-14
	Equipment Operator III	A-13	Trades Helper I	A-16
	Equip. Service Worker I	A-09	Trades Helper II	A-08
	Equip. Service Worker II	A-12	Traffic Service Worker I	A-09
	Equip. Service Worker III	A-14	Traffic Service Worker II	A-08
	General Clerk I	A-06	Traffic Service Worker III	A-10
	General Clerk II	A-08	Traffic Service Worker IV	A-13
	General Clerk III	A-10	Transit Service Coordinator	A-15
	General Clerk IV	A-12	Weighmaster I	A-17
	Graphic Artist I	A-18	Weighmaster II	A-12
	Graphic Artist II	A-21		A-14
	Heavy Equipment Mechanic I	A-15		
	Heavy Equipment Mechanic II	A-16		
	Heavy Equip. Mechanic III	A-17		

Job Classifications in Bargaining Units Represented by Local 2735**

Local 2735	Employees in Department of Housing & Community Development and the Office of Central Services	Administrative Aide I (DHCD)	A-13	Heating, Ventilating, And Air Conditioning Mechanic I	A-12
		Administrative Aide II (DHCD)	A-15	Heating, Ventilating, And Air Conditioning Mechanic II	A-13
		Administrative Aide III (DHCD)	A-24	Heating, Ventilating, And Air Conditioning Mechanic III	A-14
		Assistant Garage Supervisor	A-21	Heating, Ventilating, And Air Conditioning Mechanic IV	A-16
		Building Engineer I	A-14	Heavy Equipment Mechanic I	A-15
		Building Engineer II	A-15	Heavy Equipment Mechanic II	A-16
		Building Engineer III	A-16	Heavy Equipment Mechanic III	A-17
		Building Maintenance Attendant I	A-05	Locksmith I	A-11
		Building Maintenance Attendant II	A-07	Locksmith II	A-13
		Cabinetmaker I	A-11	Locksmith III	A-15
		Cabinetmaker II	A-13	Machinist I	A-15
		Cabinetmaker III	A-15	Machinist II	A-16
		Carpenter I	A-11	Machinist III	A-17
		Carpenter II	A-13	Maintenance Services	A-10
		Carpenter III	A-15	Attendant I Maintenance Services	A-11
		Clerk Typist I	A-08	Attendant II Maintenance Services Attendant III	A-13
		Clerk Typist II	A-10		
		Community Developer I	A-18		
		Community Developer II	A-21		
		Community Developer III	A-24		
		Community Development Aide I	A-05		

				Master Equipment Mechanic	A-19
		Community Development Aide II	A-07	Master Trades Mechanic I	A-14
		Community Development Aide III	A-09	Master Trades Mechanic II	A-16
		Community Development Assistant I	A-12	Overhead Door Mechanic I	A-11
		Community Development Assistant II	A-14	Overhead Door Mechanic II	A-13
		Community Development Assistant III	A-17	Overhead Door Mechanic III	A-15
		Custodian I	A-05	Painter I	A-10
		Custodian II	A-07	Painter II	A-12
		Custodian Supervisor	A-10	Painter III	A-15
		Drywall Mechanic I	A-11	Parts Specialist I	A-10
		Drywall Mechanic II	A-13	Parts Specialist II	A-12
		Drywall Mechanic III	A-15	Plumber I	A-12
		Electrician I	A-12	Plumber II	A-13
		Electrician II	A-13	Plumber III	A-14
		Electrician III	A-14	Plumber IV	A-16
		Electrician IV	A-16	Reproduction Assistant I	A-09
		Equipment Mechanic I	A-15	Reproduction Assistant II	A-11
		Equipment Mechanic II	A-16	Trades Helper I	A-08
		Equipment Mechanic III	A-17	Trades Helper II	A-09
		Equipment Service Worker I	A-09	Welder I	A-11
				Welder II	A-13
				Welder III	A-15

		Equipment Service Worker II	A-12		
		Equipment Service Worker III	A-14		
		Facilities Maintenance Supervisor	A-21		
		General Clerk I (DHCD & FLEET)	A-06		
		General Clerk II (DHCD & FLEET)	A-08		
		General Clerk III (DHCD & FLEET)	A-10		
		General Clerk IV (DHCD & FLEET)	A-12		

Job Classifications in Bargaining Units Represented by Local 3389

PERB CASE NUMBER - 16 390 00158 98

DATE - October 24, 1998

PERB CASE NUMBER R-01-05

DATE – April 11, 2006

Local 3389	Employees in the Health Department and Department of Family Services	Account Clerk I	A-09	Disease Control	A-18
		Account Clerk II	A-11	Specialist I	
		Account Clerk III	A-13	Disease Control	A-21
		Account Clerk IV	A-15	Specialist II	
		Accountant I	A-18	Disease Control	A-24
		Accountant II	A-21	Specialist III	
		Accountant III	A-24	Environmental	A-18
		Administrative	A-13	Sanitarian I	
		Aide I		Environmental	A-21
		Administrative	A-15	Sanitarian II	
		Aide II		Environmental	A-24
		Administrative	A-17	Sanitarian III	
		Aide III		Equipment Operator I	A-09
		Administrative	A-19	Equipment Operator II	A-11
		Aide IV		Equipment Operator III	A-13
		Administrative	A-18	General Clerk I	A-06
		Assistant I		General Clerk II	A-08
		Administrative	A-21	General Clerk III	A-10
		Assistant II		General Clerk IV	A-12
		Administrative	A-24	Health Aide I	A-08
		Assistant III		Health Aide II	A-10
		Auditor I	A-18	Laboratory Assistant I	A-12
		Auditor II	A-21	Laboratory Assistant II	A-14
		Auditor III	A-24	Licensed Practical	A-12
		Budget Aide I	A-13	Nurse I	
		Budget Aide II	A-15	Licensed Practical	A-14
		Budget	A-18	Nurse II	
		Management		Licensed Practical	A-16
		Analyst I		Nurse III	
		Budget	A-21	Mail Services Operator	A-10
Management		I			
Analyst II		Mail Services Operator	A-12		
		II			

	Budget Management Analyst III	A-24	Maintenance Services Attendant I	A-10
	Building Engineer I	A-14	Maintenance Services Attendant II	A-11
	Building Engineer II	A-15	Nurse Practitioner I	A-23
	Buyer I	A-15	Nurse Practitioner II	A-25
	Buyer II	A-17	Nutritionist I	A-18
	Buyer III	A-21	Nutritionist II	A-21
	Citizens Services Specialist I	A-16	Nutritionist III	A-24
	Citizens Services Specialist II	A-18	Permits Specialist I	A-12
	Citizens Services Specialist III	A-21	Permits Specialist II	A-13
	Clerk Typist I	A-08	Permits Specialist III	A-16
	Clerk Typist II	A-10	Physicians Assistant I	A-23
	Community Developer I	A-18	Physicians Assistant II	A-25
	Community Developer II	A-21	Printing & Reproductions Supervisor	A-19
	Community Developer III	A-24	Programmer/Systems Analyst I	A-18
	Community Development Aide I	A-05	Programmer/Systems Analyst II	A-21
	Community Development Aide II	A-07	Programmer/Systems Analyst III	A-24
	Community Development Aide III	A-09	Psychiatric Nurse I	A-23
	Community Development Assistant I	A-12	Psychiatric Nurse II	A-25
	Community Development Assistant II	A-14	Public Health Aide I	A-12
			Public Health Aide II	A-14
			Public Safety Aide I	A-06
			Public Safety Aide II	A-08
			Public Safety Aide III	A-10
			Radiology Technician I	A-15
			Radiology Technician II	A-17
			Social Worker I	A-18
			Social Worker II	A-21
			Social Worker III	A-24
			Supply Technician	A-16
			Supply/Property Clerk I	A-09

		Community Development Assistant III	A-17	Supply/Property Clerk II	A-10
		Community Health Nurse I	A-18	Supply/Property Clerk III	A-12
		Community Health Nurse II	A-21	Supply/Property Clerk IV	A-14
		Counselor I	A-18	Systems Analyst I	A-15
		Counselor II	A-21	Systems Analyst II	A-17
		Data Entry Operator I	A-09		
		Data Entry Operator II	A-11		
		Dental Hygienist I	A-15		
		Dental Hygienist II	A-17		

****ATTACHMENT D – PERB HISTORY
Local 3279 Merged into Local 2462**

Case Number
<i>DATE OF CERTIFICATION</i>
16 39 00251 88S
May 4, 1989
DER-Animal Shelter
16 39 00260 89W
August 25, 1990
DER-Animal Control
16 39 00111 91DS
June 18, 1991
16 L 390 00307 94
June 21, 1995
16 390 00238 94
August 16, 1996
16 390 00119 95
16 390 00180 95
16 390 00188 96

****Locals 2462 & 2735**

Case Number Date of Certification				
73-PG-R-1 Local 2462 September 6, 1973	76-PG-R-24 August 2, 1976	16 39 0098 75 Local 2462	16 39 0252 85S September 26, 1985	16 390 00180 95
73-PG-R-10 April 9, 1974 Dept of Licenses and Permits	76-PG-ULP-5	16 39 0106 75 AFSCME 2735	16 39 00181 88S October 31, 1988 Housing and Community Development Decision Re Petition for Clarification of Unit – November 21, 1989	CAL95-12332
73-PG-R-13 74-PG-R-15 Dept Licenses and Permits April 9, 1974	78K20493 AFSCME 2735 January 26, 1979	16 39 0166 75 AFSCME 2462	16 39 00182 88S November 22, 1988	16 390 00242 02
73-PG-R-14 DPW April 8, 1974	78-PG-R-32 DPW September 8, 1978	16 39 0085 76 AFSCME 2735	16 39 00251 88S May 4, 1989 DER-Animal Shelter	R-01-05 April 11, 2006 Reorganization Notice of Petition
74-PG-R-17 June 20, 1975 Dept of Human Resources and Community Development	79-PG-IM-14 Local 2462/2735	16 39 0097 76 AFSCME 2735 Dept of Licenses and Permits	16 39 00260 89W August 25, 1990 DER-Animal Control	
74-PG-ULP-1 Local 2735	79-PG-R-36	16 39 0127 76 AFSCME 2735 Dept of Licenses and Permits	16 39 00147 93DS November 23, 1993 DPW&T	
75-PG-R-22 DPW November 19, 1975	79-PG-R-38 Fleet Management	16 39 0153 76	16 39 00148 93DS April 15, 1994 AFSCME Council 67	
75-PG-R-1 August 12, 1985	80-PG-ULP-14A	16 39 0251 81 May 21, 1982 Local 2079	16 390 00328 94	
75-PG-R-24 Decision and Direction of Election February 25, 1976 Department of Licenses and Permits April 20, 1976	16 39 0097 75 AFSCME 2735 Dept of Licenses and Permits	16 39 0132 82 October 18, 1982	16 390 00142 94DS May 9, 1995	