



**Office of Personnel**  
Post Office Box 6675 - MS 9101  
Annapolis, Maryland 21401

June 28, 2002

Mr. Michael Akers, President  
AFSCME Local 582  
7320 Ritchie Highway  
Glen Burnie, Maryland 21061

Dear Mr. Akers:

Section 18.6 of the Memorandum of Agreement between Anne Arundel County and AFSCME, Local 582 provides for the continuation of the "EXCEL" Program, which began as a pilot project in Fiscal Year 1998. The purpose of this letter is to memorialize the terms of the agreement reached between Anne Arundel County and AFSCME, Local 582 regarding the components of the Program and the classification and compensation elements of the Program. It is considered a "Side Letter" to the Memorandum of Agreement. References to the Competitive Excellence Rollout Plan refer to the document so named and distributed in May 2001. Only those specific provisions enumerated herein are incorporated as part of the parties' agreement.

AFSCME 582 employees who have joined and remain in the EXCEL Program as described in the Competitive Excellence Rollout Plan and in Appendix V of the current Memorandum of Agreement shall be known as "Flexible Workers" for the purpose of this Program and this Side Letter agreement. Flexible Workers will be subject to the provisions agreed to by the County and the Union and contained in this Agreement, as well as, all County, State and Federal laws regarding employment.

An employee may choose or not choose to participate in the Flexible Worker Program. If an employee chooses not to participate in the Flexible Worker Program, this, in and of itself, will not change the employee's classification or compensation, nor be the determining factor for continuing employment with the County. All provisions of the Memorandum of Agreement shall apply to an employee who chooses not to participate in the Flexible Worker Program.

### **Elements of the Program**

#### **I. Steering Team:**

A Steering Team will be established which will be composed of fifty percent (50%) union members and fifty percent (50%) management employees. AFSCME Local 582 shall select union members for representation on the Steering Team. Management employees on the Steering Team shall be selected by the Deputy Director of the Bureau of Utility Operations, Department of Public Works. The Steering Team shall set the broad vision necessary to achieve the objectives of the EXCEL Program as described in the Competitive Excellence Rollout Plan document. Management will continue to be responsible for decisions that affect the safe and efficient operation and regulatory responsibility of the Bureau of Utility Operations, Department of Public Works. All management and union functions and rights are retained pursuant to the parties' Memorandum of Agreement.

#### **II. Work Team Selection:**

For those Work Teams not already established as of the date of this Side Letter agreement, team selection will be in accordance with Section 6, "Team Member Selection Process," of the Competitive Excellence Rollout Plan document.

### **III. Flexible Worker Class Series:**

The class titles and specifications for the Flexible Worker positions will be Water/Wastewater Systems Technician I, Water/Wastewater Systems Technician II, and Water/Wastewater Systems Technician III. These three classes will comprise the Flexible Worker Class Series. Flexible Workers participating in the EXCEL Program will become skilled workers in these classifications after completing a certification process. This classification series is a modified, skill-based, structured pay system, designed to compensate employees for the acquisition of greater skills for which they have been trained and are then certified.

### **IV. Compensation Plan:**

Flexible Workers will receive incremental pay increases after the Department of Public Works certifies that the Flexible Worker is fully competent to independently perform various skills.

There are twelve skill blocks with incremental pay increases that a Flexible Worker may master. Each class title has a set number of skill blocks assigned as follows:

- Water/Wastewater Systems Technician I (WT-1) – 5 skill blocks
- Water/Wastewater Systems Technician II (WT-2) – WT-2 base plus 5 skill blocks
- Water/Wastewater Systems Technician III (WT-3) – 2 skill blocks

The skill blocks are linked to the Flexible Worker Pay Scale which is attached to this letter and described below, and the Pay Scale shall be used only to compensate Flexible Workers in the Water/Wastewater Systems Technician class series.

The Flexible Worker Pay Scale provides for movement through the Scale based on acquisition of skills and certifications. It is designed to compensate Flexible Workers in the EXCEL Program on the basis of the number of skill blocks for which the employee becomes certified as fully competent. It is the number of skills learned, demonstrated skill competency, and certification, by means of the certification process, which will determine a Flexible Worker's rate of pay.

#### **A. Compensation for Current Employees:**

Current employees who volunteer to participate in the EXCEL Program will be placed on the Flexible Worker Pay Scale under the following conditions:

1. Employees whose current pay is above the base pay of the attached Flexible Worker Pay Scale will not be placed on the Flexible Worker Pay Scale until they achieve the skill blocks necessary to earn a pay rate on the Flexible Worker Pay Scale that is at least equal to or greater than their current pay rate. Employees whose current pay is above the WT-1 Base wage and who meet the minimum qualifications for the Water/Wastewater Systems Technician I/II/III, but who have not yet achieved the number of skills necessary to receive pay under the Flexible Worker Pay Scale, will remain classified and compensated in their current county classification title and pay rate until they have obtained a sufficient number of skill blocks through the certification process to place them on the pay scale and will be entitled to the pay provisions as outlined in the current Memorandum of Agreement.

*Example: Employee currently makes \$19.47/hour (excluding longevity). In order to be placed on the scale, the employee would need to obtain Skill 1 through Skill 9 for a wage rate of \$19.82.*

2. Employees who are not eligible to be placed on the Flexible Worker Pay Scale immediately, will receive incentive pay under the Incentive Bonus Program as follows:
  - An employee's current wage at the time he/she becomes eligible for the Incentive Bonus Program will determine the number of movements necessary to be placed on the scale.

- The number of movements will then be multiplied by \$240 to determine the incentive pay amount.
- An employee will receive one third of the incentive pay upon obtaining the first skill and two-thirds of the incentive pay upon placement on the scale.
- The Incentive Bonus Plan will be effective on the date this side letter is fully executed by the parties.

*Example: Employee currently makes \$19.47/hour (excluding longevity). In order to be placed on the scale, the employee would need to obtain Skill 1 through Skill 9 for a wage rate of \$19.82. Skill 9 requires 10 movements on the scale (9 skills and WT-2 Base). Ten movements times \$240 equals \$2400. Employee would receive one-third or an \$800 one-time incentive pay upon certification for first skill. Employee would receive the balance or a \$1600 one-time incentive pay upon certification for Skill 9 and placement on the scale.*

3. Employees whose current pay and certified skill level permit immediate placement on the pay scale will be placed on the scale as follows:
  - Any employee below or at the WT-1 Base level will be placed at the WT-1 Base wage assuming he/she meets the minimum qualifications.
  - After being certified for the first skill, employees at the WT-1 Base pay rate will be entitled to Skill 1 pay rate.

**B. Compensation Plan For Newly Hired Employees:**

For new County employees selected for hire from a certification list established for Water/Wastewater Systems Technician I, the Pay Scale shall be implemented as follows:

1. The newly hired employee will be placed at the WT-1 Base pay rate.
2. When the employee is certified for his/her first skill, he/she will be entitled to receive pay at the Skill 1 rate.

Newly hired employees will be required to serve the normal probationary period as defined by the County Code, County Policies, and the Memorandum of Agreement.

**V. Other Conditions and Rules of the Program:**

1. Skills for each Flexible Worker level can be obtained in any order that the employee selects.
2. All participants are required to be certified for all skills regardless of past experience. Verified self-assessments of a skill are permitted in accordance with the Personal Qualifications Standard Manual or any subsequent revisions or addenda to the Personal Qualifications Standard Manual.
3. Movement from WT-1, Skill 5 to WT-2 Base will require a comprehensive oral, written and/or practical test in addition to the achievement of a passing score on the Maryland Department of the Environment licensing test.
4. Movement from WT-2, Skill 10 to WT-3, Skill 11 will require a comprehensive oral, written and/or practical test in addition to the possession of a valid permanent Maryland Department of the Environment license.
5. At any time before the time the employee is placed on the Flexible Worker Pay Scale, he/she may voluntarily withdraw from the EXCEL Program and remain in his/her current classification provided that the employee will continue to participate in the EXCEL Program as a team member, working in a team environment.

6. Once an employee is placed on the Flexible Worker Pay Scale, he/she may not voluntarily withdraw from the EXCEL Program to return to his/her former classification except through the normal competitive process in accord with Article 8, Section 1-106 of the Anne Arundel County Code and Article 8, Section 8.4 of the Memorandum of Agreement.
7. While it is hoped additional skills will be achieved through this Program, once qualified by skill acquisition and placed on the scale, the employee will remain at that Skill Level, and be expected to readily perform at that level.
8. A current employee who fails to obtain certification for Skill 5 at the Flexible Worker I level by July 1, 2003, for Wastewater Operations, and a current employee who fails to obtain certification for Skill 5 at the Flexible Worker I level one year from the date of creation of the certification criteria for Water Operations, will render the employee ineligible for Flexible Worker status. Individuals who are making satisfactory progress toward completing the Flexible Worker 1 skills, but are having difficulty attaining the skills required within the allotted time frame, may be given an extension on a case by case basis. An ineligible employee will be placed or remain, whichever applies, in the former classification he/she held prior to joining the EXCEL Program and would be entitled to the pay provisions as outlined in the Memorandum of Agreement for employees who are not in the EXCEL Program and will continue to be subject to all other provisions of the Memorandum of Agreement, County, State and Federal Laws regarding employment.
9. If County determines overtime work is required, distribution of overtime assignment within the Team will be managed in accordance with the Memorandum of Agreement.
10. The County and the Union agree to form facilitated team(s) for the purpose of recommending a career path for certain specialists' positions in Water and Wastewater Maintenance. The goal of the team(s) will be to prepare recommendations for a career path to be submitted to the Steering Team by January 15, 2003.

**VI. Training Allowances:**

**A. On-the-Job (OJT) Training Allowance**

1. An employee who is not in the EXCEL Flexible Worker Program, but conducts formalized on-the-job training for Flexible Workers in the areas of electrical, instrumentation, laboratory, mechanical, and emergency power may be designated by the Department of Public Works as an EXCEL OJT Trainer.
2. A designated EXCEL OJT Trainer is responsible for providing formal on-the-job training to Flexible Workers who have completed classroom training.
3. An employee who is designated by the Department of Public Works as an EXCEL OJT Trainer as described in A1 above shall receive a training allowance of eight dollars (\$8.00) for performing up to four (4) hours of actual training.
4. An employee who is designated by the Department of Public Works as an EXCEL OJT Trainer as described in A1 above shall receive a training allowance of sixteen dollars (\$16.00) for performing up to eight (8) hours of actual training.

**B. Classroom Training Allowance**

1. Any employee who conducts formal classroom training to Bureau of Utility Operations Employees may be designated by the Department of Public Works as a Certified EXCEL Classroom Trainer.
2. A Certified EXCEL Classroom Trainer is responsible for conducting formal classroom training to Bureau of Utility Operations' employees in accordance with the Bureau of Utility Operations Training Policies which became effective on February 6, 2002.

3. An employee who is designated by the Department of Public Works as a Certified EXCEL Classroom Trainer as described in B1 shall receive a training allowance of sixteen dollars (\$16.00) for performing up to four (4) hours of actual training.
  4. An employee who is designated by the Department of Public Works as a Certified EXCEL Classroom Trainer as described in B1 shall receive a training allowance of thirty-two dollars (\$32.00) for performing up to eight hours of actual training.
- C. Employees who are assigned to restricted duty and are performing On the Job Training or Classroom Training in lieu of their regular job duties are not eligible for any training allowances.

This letter sets forth the understanding of Anne Arundel County and the American Federation of State, County and Municipal Employees, Local 582, with regard to the implementation of the EXCEL Program and is to be considered a side letter to the parties' current Agreement. The County agrees to introduce and support legislation to effect the classification and compensation changes as described herein promptly after the execution of this side letter. It is understood that to the extent that there may be substantive changes proposed that have not been addressed herein, additional side letters to the Agreement may be required.

Sincerely,

Mark M. Atkisson  
Director of Personnel and Administration

MMA/sft

Approved as to Form and Legal Sufficiency

Accepted for the Union:

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Anne Arundel County Office of Law

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Michael Akers, President

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Thomas Kelleher, Council 67 Representative

cc: Janet S. Owens  
Jeffrey Austin  
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