

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1995 Legislative Session

Bill No. _____ CB-94-1995

Chapter No. _____ 70

Proposed and Presented by Chairwoman MacKinnon (by request - County Executive)

Introduced by _____ Council Members Estep and Bailey

Co-Sponsors

Date of Introduction _____ October 24, 1995

BILL

AN ACT concerning

Collective Bargaining Agreement - Council 67,

American Federation of State, County and Municipal Employees,

AFL-CIO, and its affiliated Local 241 (School Crossing Guards)

For the purpose of amending the labor agreement by and between Prince George's County and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 241 to provide for wage increases and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(15),

The Prince George's County Code

(1991 Edition, 1994 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(15) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

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

(15) Declaration of Approval - Local 241, American Federation of State, County and Municipal Employees, AFL-CIO (School Crossing Guards).

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local 241, on [April 6, 1994, and the amendment thereto dated June 20, 1994] September 21, 1995, hereby approves said agreement [and the amendment thereto] for School Crossing Guards in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the agreement shall be retroactively effective to July 1, 1995.

Adopted this 21st day of November, 1995.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:
Anne T. MacKinnon
Chairwoman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____

BY:
Wayne K. Curry
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

AGREEMENT MADE BY
AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
COUNCIL 67,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AND ITS AFFILIATED LOCAL 241
July 1, 1995 - June 30, 1996

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PREAMBLE

This Collective Bargaining Agreement (hereinafter referred to as the "Agreement") is entered into by and between Prince George's County, Maryland (hereinafter referred to as the "Employer") and Council 67 of the American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 241 (hereinafter referred to as the "Union") and has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on rates of pay, hours of work and other conditions of employment for the employees covered hereunder.

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees known as "Crossing Guards" certified by the Public Employee Relations Board in Case #78-PG-R-35 as members of the bargaining unit of Crossing Guards represented by Local 241 for the purpose of negotiating matters of wages, hours and other terms and conditions of employment.

ARTICLE 2

UNION SECURITY

Section 2.01 Union Security. All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to Section 2.02, remain members of the Union for the duration of this Agreement. All employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union.

Section 2.02 Check Off of Union Dues and Service Fees. The Union, upon the presentation of dues deduction or service fee authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a bi-weekly basis and remitted to the Union. Such authorization shall be irrevocable and automatically renewed from year-to-year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code.

No deductions of union dues or service fees will be made from the paychecks of employees when schools are closed for summer vacation.

Section 2.03 Hold Harmless. The Union agrees to indemnify and hold harmless the Employer from any loss or damages due to payroll errors arising from the operation of this Article.

ARTICLE 3

GRIEVANCES AND ARBITRATION

Section 3.01 Definition. A grievance is a complaint or dispute between the parties or between the Employer and the employee, including a complaint or dispute involving the application, meaning or interpretation of the provisions of this Agreement.

Section 3.02 Grievance Procedure.

Step 1. Within ten (10) days after the event giving rise to the grievance, or within ten (10) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved and if the employee desires, the Union Steward may discuss the grievance with the employee's immediate supervisor. The immediate supervisor shall attempt to adjust the matter and shall respond orally to the employee within three (3) working days.

Step 2. If the grievance has not been settled in Step 1, a written grievance may be filed, signed by the aggrieved employee and employee's accredited Union Steward and presented to the appropriate Employer second level representative, the Officer in Charge, Special Operations Division, within five (5) days after the grievance has been filed. The Management representative shall answer the grievance, in writing, giving a reason for the answer if the grievance is denied within seven (7) days after hearing the grievance.

Step 3. If the grievance has not been settled at Step 2, a written appeal signed by the employee and the employee's Union representative may be filed with the employee's division chief within five (5) days after receipt of the Step 2 answer or after the answer was due. The division chief or the division chief's designee shall meet with the employee and the employee's accredited Union steward within five (5) days of the receipt of the written appeal. Within five (5) days of hearing the grievance, the division chief shall answer the grievance in writing, giving a reason for the answer if the grievance is denied.

Step 4. If the grievance is not settled at Step 3, a written appeal signed by the employee and the employee's Union representative may be filed with the bureau chief within five (5) days after receipt of the division chief's written answer. Within ten (10) days thereafter, the bureau chief or his designee and a representative of the Personnel Office shall meet with the employee and a committee including the employee's accredited Union Steward, the Union President and/or representatives of the Council and/or International Union. Within ten (10) days thereafter, the

bureau chief shall answer the grievance in writing, giving a reason for the answer, if the grievance is denied.

Step 5. If the grievance is not settled at Step 4 the Union may request in writing arbitration, giving written notice to the Employer within ten (10) days after the answer of the bureau chief in Step 4 is due. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties are unable to select an arbitrator, the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) shall be requested to provide a panel of five (5) arbitrators from which the arbitrator shall be selected according to the procedure specified by the board. The decision of the arbitrator shall be final and binding on the parties. Expenses for the arbitrator's service and the proceeding shall be borne equally by the Employer and the Union.

The Union has the right to file grievances on behalf of its membership as a whole, and the Employer has the right to file grievances under this grievance procedure.

Section 3.03 Only Procedure. The provisions of the procedure shall be the only procedure applicable to employees covered by this Agreement for resolution of grievances as defined herein.

Section 3.04 Authority of Arbitrator. Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement.

Section 3.05 Copies of Answers. Appropriate Union officials shall be given copies of all answers to grievances hereunder.

Section 3.06 Arbitrable Grievances. Only grievances arising as a result of disputes concerning the meaning, interpretation, or application of this Agreement shall be subject to Step 5 arbitration.

Section 3.07 Days Defined. The term days as used herein shall be construed to mean "work days."

Section 3.08 Time Off for Processing Grievances. After notice to the immediate supervisor, a Union Steward and aggrieved employee(s) shall be granted reasonable time off with pay during working hours where he is engaged in processing and investigating a grievance, provided, however, there is the least disruption of the Employer's operation.

Section 3.09 Discharge, Suspension or Demotion. A grievance involving discharge, suspension or demotion may be initiated at Step 4 of the grievance procedure.

Section 3.10 Time Limits for Processing Grievances. Time limits for the processing of

grievances are intended to expedite grievance handling and may be extended only upon mutual agreement. Failure of the aggrieved person, absent consent of the Employer to comply with the time limits imposed at each step of the grievance procedure, shall be construed as a forfeiture of the right to proceed further. Failure of the Employer to respond within the time limits at any step permits the aggrieved person to proceed to the next step of the grievance procedure.

ARTICLE 4

UNION STEWARDS AND UNION REPRESENTATIVES

Section 4.01 Recognition. The Employer recognizes and shall deal with the appropriate accredited Union Stewards and Union representatives as designated by the Union. Local Union Stewards may participate in all steps of the grievance procedure. Council 67 representatives and the President of Local 241 may participate at levels above Step 2.

Section 4.02 Stewards. There shall be six (6) stewards, one (1) from each designated district.

Section 4.03 Stewards List. The Union shall prepare, keep current and give a list of accredited stewards and staff representatives and their work locations or revisions thereto to the Agency where the steward is employed and to the Office of Labor Relations. The list may also include one (1) alternate steward for each district who shall serve only in the absence of the accredited steward.

Section 4.04 Management List. The Employer shall prepare, keep current, and give to the Union a list of Management Officials and their work locations with whom the Union is to deal.

Section 4.05 Stewards' Responsibility. Union Stewards shall be responsible for representing the Union and members of the bargaining unit in meetings with Management and in the resolution of grievances, as provided in the grievance procedure, and in other matters in which bargaining unit members may be entitled to Union representation.

Section 4.06 Union Activities on Employer's Time and Premises. The Employer agrees that during working hours on the Employer's premises, designated Union Representative shall be allowed to:

1. Post Official Union notices at designated district police stations.
2. Transmit communications, authorized by the Union, to the Employer or his representatives.
3. Consult with the Employer or his representative concerning the enforcement of any provisions of this Agreement.
4. Investigate and process grievances.

At the request of the Local Union President, the Police Department will, in its discretion, make available to bargaining unit employees, at the time and locations that their paychecks are normally distributed, communications from the Union in envelopes individually addressed by the Union; provided, however, that such communications are not detrimental to the Police Department and that the Department will not be responsible for envelopes not picked up by employees.

The County will allow the Union a reasonable opportunity to meet with new employees covered by this Agreement at the conclusion of new employee orientation for the purpose of briefing the employees on this Agreement and the Union's programs and benefits. The County will notify the Union in writing at least one (1) week before the orientation date of the names of the new employees scheduled to attend. If necessary, reasonable time off from work will be granted to the Union representative to meet with the new employees.

ARTICLE 5

NON DISCRIMINATION

The provisions of this Agreement shall be applied in accordance with applicable Federal, State and local laws with regard to discrimination on the basis of race, sex, sexual orientation, marital status, color, religious or political affiliation, country of origin, age or physical handicap. There shall be no discrimination against any employee on account of his/her membership or non-membership in the Union. The Union shall share equally with the County the responsibility for applying this Article.

ARTICLE 6

SENIORITY

County seniority is defined as the length of uninterrupted service with the Employer beginning at the employee's initial hire date as a County employee. Departmental seniority shall mean an employee's length of continuous service with the department since the employee's date of employment within the department. An employee's length of continuous service shall be computed from the date of the employee's current employment; provided, however, that new employees names shall not be added to the seniority list referred to in the fourth (4th) paragraph below but shall be listed in the probationary listing specified in the final paragraph below.

Seniority shall only be interrupted by a break in continuous service as listed below:

- (i) Voluntary resignation.
- (ii) Retirement.
- (iii) Discharge for just cause.
- (iv) Failure or refusal to return to work within ten (10) calendar days after being recalled

from layoff by certified or registered mail addressed to the employee's last known address shown on the employee's personnel record.

- (v) Absence of three (3) consecutive workdays without reporting to the County unless the employee can establish justification for such failure to report.
- (vi) Disability termination.

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

The Employer shall furnish the Union a seniority list (an alphabetical listing by departmental 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 date of employment with the Police Department, job title, salary and work location.

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 date of employment with the Police Department, job title, salary and work location.

ARTICLE 7

WORK ASSIGNMENTS

Section 7.01 Regular Assignments. The Employer will make reasonable efforts to schedule work assignments so that the employees covered by this Agreement are paid a minimum of four (4) hours a day, recognizing, however, that the following principles will be adhered to:

1. Each such employee receives a permanent assignment.
2. Employees will be reassigned to their permanent assignments (up to five (5) hours a day for employees with twenty (20) or more years of service and up to four (4) hours a day for employees with less than twenty (20) years of service) on a year-to-year basis so long as the reassignment is consistent with school schedules and other operational needs.
3. If the paid hours of an employee's assignment exceed five (5) (twenty (20) or more years) or four (4) (under twenty (20) years) per day, any of the excess hours may be reassigned to another employee covered by this Agreement whose permanent assignment consists of less than four (4) paid hours, so long as the reassignment is consistent with school schedules and other operational needs.

Section 7.02 General Procedure for Filling Vacancies.

- (a) By May 1 of each year, letters will be delivered personally or sent by certified mail

to all employees requesting them to indicate whether they shall return the following school year to resume their duties or to resign same. Returning employees with assignments in excess of five (5) hours (twenty (20) or more years) or four (4) hours per day (under twenty (20) hours) during the current school year will also specify any of their hours in excess of five (5) hours (twenty (20) or more years) or of four (4) (under twenty (20) hours) to be placed on the bid list for the following school year. Employees may also voluntarily relinquish at that time any or all of their permanent assignments for placement on the bid list. Any guard who begins the bidding process with less than five (5) assigned hours (twenty (20) or more years) or four (4) assigned hours (under twenty (20) hours) due to her/his voluntary surrendering of one (1) or more permanent hours will bid at Stage One.

(b) Replies must be received within two (2) weeks following the receipt of said letter. Any employee not responding within the designated time period shall be deemed to have resigned and her/his crossings will be placed on the bid list.

(c) The list of all vacancies for the following school year, commonly called the bid list, shall be personally delivered or sent by certified mail to all employees by June 1 of each year. The bidding and assignment of school crossings for the following year will take place by means of a two-stage process:

Stage One: Individual personal meetings (no envelope bidding except in cases of personal hardship) with each permanent part-time crossing guard and the supervisory staff will be scheduled in descending order of departmental seniority for those crossing guards whose permanent assignment for the following year will be less than five (5) hours (twenty (20) or more years) or four (4) hours (less than twenty (20) years) daily. At the request of the Union President, a designated Union representative may be present during the Stage One meetings and will be furnished with a bid list. Those guards will bid on vacancies on the bid list and the employer will attempt to make a permanent assignment of five (5) hours (twenty (20) years or more) or four (4) hours (less than twenty (20) years) per day for the following school year in accordance with Section 7.01, above. All guards with less than two years of service must take both a 7:30 a.m. and a 2:00 p.m. assignment first, if they are available. At the end of Stage One, all guards with twenty (20) or more years will have had the opportunity to bid for five (5) permanent hours. All guards with less than twenty (20) years will have had the opportunity to bid for four (4) permanent hours.

Stage Two: All permanent school crossing guards with less than twenty (20) years of service will be scheduled for individual meetings with the supervisory staff in descending order of departmental seniority. At the request of the Union President, a designated Union representative may be present during the Stage Two meetings and will be furnished with a bid list. They will bid on remaining vacancies to increase their assigned hours to five (5) hours per day for the following school year.

If a guard is unable to select a permanent assignment of at least four (4) hours, the supervisor may exercise discretion after the bidding process to select a suitable crossing

for the guard's fourth hour from the hours of other guards in the area in inverse order of seniority, looking first to the excess hours of the guards in the area, then, if necessary to the permanent hours of the guards in the area. The term "suitable crossing" means one that is available at a location with a commute that will not conflict with other previously selected crossings. Self-imposed limits (for example, a desire for all afternoon or morning assignments) will not make an otherwise suitable crossing unsuitable.

(d) Appointment to fill any vacancy shall be made by selecting the employee with the greatest departmental seniority who is qualified to fill the vacancy. The County shall be the sole judge of employee qualifications.

(e) By the close of their meetings, each crossing guard will be informed of his/her crossings for the following school year and they will subsequently be confirmed in writing by the department.

(f) All vacancies, including new openings and reopened crossings, occurring after the close of the current school year until June 1 of the following school year shall not be subject to the bid and assignment process described above. The department will attempt to fill these vacancies first with school crossing guards whose permanent assignments are less than four (4) hours per day in descending order of their seniority, and subsequently by guards working four (4) hours or more in descending order of seniority. A mini-bid notice will be provided to make Crossing Guards aware of the vacancy and its availability for bid.

If temporary guards are not available for relief status work, then relief assignments for the extra hours will be given where possible to guards who have placed their names on a list of guards willing to take such relief assignments with priority given to guards with four (4) hours, then five (5) hours, and so forth. Relief assignments will be divided into crossings and shared where it is reasonable to do so.

(g) Although the safety of the citizens and school children must be the primary consideration, the County will generally not order a permanent guard to accept additional assignments which cause excessive inconvenience or hardship to the employee. This provision is not to be construed as to grant the employees the right to refuse a direct order.

Section 7.03 Job Loss Due to School Closing Or School Time Changes.

(a) Employees whose permanent assignment will result in less than five (5) hours (twenty (20) or more years or four (4) hours (less than twenty (20) years per day because of an announced school closing or time change in the following year shall participate in Stage One of the bid and assignment process as described in Section 7.02(c), above.

(b) In the event that a school crossing is permanently closed during the school year that results in a permanent part-time crossing guard's assignment to be less than five (5) hours (twenty (20) or more years or four (4) hours (less than twenty (20) years daily, the affected employee shall

be allowed to select a comparable crossing from one covered by a temporary employee. If a crossing suitable to the affected employee cannot be found among those covered by temporary employees, the affected employee must make a selection from the excess hours of a less senior employee with less than twenty (20) years of service. Excess hours shall be defined as more than four (4) hours daily. The affected employee shall review the crossings covered by less senior eight (8) hour employees first, then less senior six and one-half (6 1/2) hour employees, and finally less senior five (5) hour employees. If the affected employee is unable to select a comparable crossing after reviewing all of the available crossings, she/he forfeits the right to make a selection. In such case the final determination on the selection of the crossing(s) required to give the employee four (4) hours daily shall be management's. Employees losing excess hours as a result of another employee claiming them to maintain their four (4) hours daily shall have the right to regain the crossing under Stage Two bidding as described in Section 7.02.

All selections made by displaced crossing guards must be approved by management. In the event that the crossing selected as a replacement by the displaced employee is not practical (within appropriate time frame or distance) approval for the selection may be denied.

(c) Whenever possible guards will be given one (1) full weeks notice prior to the closing of a crossing.

Section 7.04 Specialty Assignments. All special assignments (e.g., churches, etc.) will go up for bid and selection will be made by departmental seniority.

Employees covering Sunday church traffic crossings will receive either five (5) hours pay or six and one-half (6 1/2) hours pay depending on the assignment.

Section 7.05 Trading of Assignments. The voluntary trading of crossings between guards is allowable. There will be no voluntary trading of permanent assignments after bidding for the first two months of school. However, the trade of permanent crossing assignments is considered a permanent exchange, and not subject to provisions outlined in Section 7.02 (f).

Section 7.06 Back to School Meeting. All employees covered by this Agreement who attend the required back to school meeting shall receive two (2) hours pay at their regular rate of pay as compensation.

Section 7.07 CPR. Since it is mandatory by the Police Department that all guards must be certified in CPR each year, where possible, classes for CPR will be scheduled during the school year during the day.

ARTICLE 8

HOLIDAY ADMINISTRATION

Section 8.01 Eligibility Requirements. Employees covered by this Agreement are eligible for holiday pay provided they are on pay status during the scheduled work days occurring

immediately before and immediately after the holiday. An employee is on pay status on any given day if the employee has worked the full day or has taken approved annual or sick leave on that day.

Section 8.02 Holiday Pay. Employees who perform no work on a holiday shall be paid for their normal workday at their regular hourly rate of pay.

Section 8.03 Holiday Work. If the employee is required to work a holiday, the employee shall be compensated at the rate of one and one-half (1 1/2) times the employee's normal hourly pay.

Section 8.04 Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays: Thanksgiving, Christmas, New Year's Day, Washington's Birthday, Good Friday, Easter Monday, Police Memorial Day, Memorial Day, Labor Day and County Employees' Appreciation Day. In addition, employees covered by this Agreement shall be entitled to Martin Luther King's Birthday as a paid holiday when the Prince George's County Public Schools are closed in observance of Martin Luther King's Birthday.

ARTICLE 9

INCLEMENT WEATHER PAY

Employees who are unable to work because all schools are closed for the entire day due to extreme inclement weather conditions will receive pay for their permanently assigned hours for up to five (5) inclement weather days during the school year.

In the event that the number of inclement weather days used in any school year exceeds five (5), the employee shall be given the option to use annual leave time in order to receive a regular pay check. Should any member of the bargaining unit have unused inclement weather days at the end of the school year, unused days shall be converted to sick leave on a two for one basis that is, two (2) hours of unused inclement weather time converts to one (1) hour of sick leave.

ARTICLE 10

ANNUAL LEAVE AND VACATIONS

Section 10.01 Earned Annual Leave. Bargaining unit employees with up to four (4) years of service shall earn one (1) hour of annual leave for every twenty (20) hours reported. Employees with four (4) through fifteen (15) years of service will earn annual leave at the rate of one and one-half (1 1/2) hours for every twenty (20) hours reported. Employees with fifteen (15) or more years of service will earn annual leave at the rate of two (2) hours for every twenty (20) hours reported. The employee's annual leave balance will be reported on the pay stub.

Beginning with the 1993 leave year (i.e., 1993 into 1994) a maximum of one thousand

(1,000) hours of accumulated annual leave may be carried over by employees covered by this Agreement.

Section 10.02 Rate of Pay for Annual Leave. The rate of pay while an employee is on annual leave shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's leave.

Section 10.03 Choice of Annual Leave. Annual leave shall be requested as far in advance as possible; and approved no less than twenty- four (24) hours in advance of use; provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for the leave. Upon request, annual leave shall be granted based upon the Employer's operational needs. If the nature of the Employer's operations makes it necessary to limit the number of employees on vacations 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.

Section 10.04 Payment for Accumulated Annual Leave Upon Termination of Employment. An employee who terminates employment after at least ninety (90) days of service shall receive, at the time of final separation, a lump sum payment of all annual leave accrued.

Section 10.05 Payment for Annual Leave at the End of the Work Year. Each employee shall be paid at the end of the work year, and at the appropriate annual rate, in a separate check, for her/his annual leave accrued through the pay period in which April 30 falls. The Employer will make reasonable efforts to distribute annual leave payment checks at the same time that the last paychecks for the school year are distributed. In lieu of payment for their annual leave at the end of the school year, employees may elect to carry over all or a portion of their accrued annual leave balances to the following school year. Employees who wish to carry over annual leave must notify the Police Department in writing of the amount of annual leave they wish to carry over before April 30 of each year.

ARTICLE 11

SICK LEAVE

Section 11.01 Earned Sick Leave. Bargaining unit employees shall earn one (1) hour of sick leave for each twenty (20) hours reported. The employee's sick leave balance will be reported on the pay stub.

Section 11.02 Accumulation. There shall be no limit on the amount of sick leave an employee may accumulate.

Section 11.03 Use of Sick Leave. 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 a member of the employee's household or illness of the employee's family outside of the employee household

(provided the term "family" shall include those persons listed in Article 13 (Bereavement Leave), below); 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.

Section 11.04 Requests for Sick Leave. Request for use of sick leave for physician, dentist, or optometrist appointments shall be made to the Employer in advance. Request 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.

Section 11.05 Unused Sick Leave Payment. Employees covered by this Agreement, upon separation from County service via nondisciplinary separation, provided proper notice of resignation is given, shall be entitled to a lump sum cash payment for their accrued unused sick leave balance. Such payment shall be computed by taking the total number of unused sick leave hours as of separation, multiplying by the final base hourly rate of pay and dividing by two (2).

For employees who elect this payment, a zero (0) sick leave balance shall be recorded upon separation. Such payment election shall be in lieu of crediting sick leave toward the pension plan, or of retaining a sick leave balance in the event of return to County service.

Section 11.06 Sick Leave Bank. 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 13.

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.

ARTICLE 12

UNION BUSINESS LEAVE

(a) The Employer will grant approved administrative leave without loss of pay to employees officially designated as delegates to regularly scheduled Union conventions and conferences, provided that administrative leave for up to two (2) delegates may not exceed four (4) days for any delegate to a Council 67 convention or five (5) days for any delegate to AFSCME's international conventions. These conventions are held in alternate years. If the scheduled convention or conference exceeds four (4) or five (5) days, as the case may be, use of annual leave may be granted to fulfill attendance requirements. Approval of annual leave will not

be unreasonably withheld.

A total of four (4) additional days per year will be available for use by duly elected local officials who are designated by the Local Union President to attend official union sponsored training classes.

(b) Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County may apply for approved leave without pay. Such applications must be made not less than ten (10) working days prior to the beginning of such leave and such leave shall be at least one (1) calendar year in duration by not longer than (2) years duration. Granting approved leave without pay rests in the discretion of the Employer but such approval shall not be unreasonably withheld. Such leave may be renewed or extended for a similar period of time by mutual agreement.

ARTICLE 13

BEREAVEMENT LEAVE

In the event of the death of an employee's parent, parent-in-law, son or daughter-in-law, spouse, child or grandchild, brother, sister or grandparents, the employee may take up to four (4) working days leave for bereavement. Upon the death of an employee's spouse or child, the first three (3) days will be administrative leave days, and the remaining day will be charged to the employee's accumulated sick leave. Upon the death of other relatives listed, the first (1st) leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave.

ARTICLE 14

JURY DUTY

An employee who is required to perform jury service in any court (Federal or State) shall be paid his 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 regular work for the remainder of the day.

ARTICLE 15

LEAVE OF ABSENCE

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

the County.

Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the leave of absence is approved, authorization for a leave of absence shall be furnished to the employee by the Employer in writing. In addition to accruing seniority while on any leave of absence granted under the provisions of the agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

ARTICLE 16

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 16-225.02)

ARTICLE 17

PERSONAL LEAVE

Two (2) paid personal leave days per leave year shall be granted to each employee eligible for annual leave. A personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

ARTICLE 18

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 19

CIVIC DUTY LEAVE

An employee subpoenaed to appear before a court, public body or commission on matters relating to the business of the Employer shall be granted leave of absence with pay for the period required to respond to the subpoena.

ARTICLE 20

CONTRACTING OUT

Management will not contract out work normally performed by the bargaining unit employees if it has the available manpower, proper equipment, capacity and ability to perform such work and can perform it on an efficient and economical basis.

ARTICLE 21

NO ILLEGAL STRIKE OR LOCKOUT

Section 21.01 The Union and its members, individually and collectively agree that during the term of this Agreement, there shall be no slow-ups, nor stoppage of work; and the Employer agrees that there shall be no lockouts.

Section 21.02 In the event of an illegal strike, slow-up, or work stoppage, the Union shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work, and bring about a prompt resumption of normal operations.

Section 21.03 The Employer shall have the right to discipline, by way of discharge or otherwise, any employee who participates in an illegal strike; and such disciplinary action shall not be subject to the Grievance Procedure provided for in this Agreement.

ARTICLE 22

MANAGEMENT RIGHTS

Nothing in this Agreement shall affect the right of the Employer to determine the standards of service offered the public; to maintain the efficiency of the Employer's operations; to determine the methods, means, and personnel by which the Employer'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; to relieve employees from duty because of lack of work.

ARTICLE 23

RULES AND REGULATIONS

Absent circumstances requiring immediate action, the Employer agrees to notify the Union

President seven (7) to fourteen (14) days before making changes in departmental rules and regulations that will affect working conditions of employees covered by this Agreement.

ARTICLE 24

LABOR-MANAGEMENT COMMITTEE

The Union President and one (1) other designated local union employee shall participate with management representatives on a Labor-Management Committee. The Committee will meet as issues arise but not more often than once a month, unless agreed to by both parties.

ARTICLE 25

WAGES

Section 25.01 Fiscal Year 1996

A. **Cost of Living Increases:**

No employee covered by this Agreement will receive a cost of living adjustment during the period from July 1, 1995 through June 30, 1996.

B. **Merit Increases:**

Employees covered by this Agreement who would otherwise be entitled to receive a merit step (anniversary) increase during the period from July 1, 1995 through June 30, 1996 will not receive one and will forgo it.

C. **Wage Scale:**

The parties agree to the administration of the wage scale of Salary Schedule X described in Attachment A attached hereto, which includes the following modifications effective July 2, 1989:

1. Increase the value of merit steps from three percent (3%) to three and one-half percent (3 1/2%);

2. Establish the maximum rate of pay at three and one-half percent (3 1/2%) above the current Longevity 2 (L2) rate; and,
3. Eliminate Longevity 1 (L1) and Longevity 2 (L2) rates.

Section 25.02 PEOPLE Deduction. The Employer agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's P.E.O.P.L.E. fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this paragraph.

Section 25.03 Union Sponsored Insurance Deduction. The Employer agrees to provide, through its payroll department, a computer key for the payroll deduction of a Union sponsored insurance program for the benefit of those employees who wish to participate in such a program, and who authorize in writing the deduction of premiums for such a program from their pay.

ARTICLE 26

HEALTH AND WELFARE

Section 26.01 Group Health Insurance. The Employer shall contribute seventy-five percent (75%) to the cost of the County's health insurance program (CountyCare Choice) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

Section 26.02 Prepaid Group Health Plans.

The County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%).

Section 26.03 Prescription and Optical Plans. The Employer shall contribute ninety percent (90%) to the monthly contribution cost of the prescription and/or optical plan(s) for any employee covered by this Agreement who elects to participate in the program. The participating employee will contribute the remaining ten percent (10%).

Section 26.04 Health Care and Life Insurance. Effective following the 1985-1986 regular school year, the Employer will continue to pay its share of health care and life insurance premiums due during the summer months provided that the employee contributes his share.

However, if an employee resigns before working two (2) full pay periods in the following school year, the Employer will deduct the cost of its contribution for the employee from any final payment due that employee for wages and leave.

ARTICLE 27

UNIFORMS

Section 27.01 Uniform Issue. The Employer shall continue to supply and replace when needed complete uniforms for all bargaining unit employees, except hose, shoes, slacks, and after first issue, gloves.

Section 27.02 Uniform Allowance. The Employer shall furnish bargaining unit employees with a clothing allowance of three hundred fifty dollars (\$350.00) in Fiscal Year 1994 and four hundred dollars (\$400.00) in Fiscal Year 1995. Uniform allowance will be disbursed in equal installments semi-annually in October and March.

If an employee arrives or leaves during the fiscal year, her allowance will be prorated.

ARTICLE 28

SUPPLEMENTAL RETIREMENT BENEFIT

Section 28.01 Benefit Accrual and Amounts. Effective July 1, 1990, employees covered by this Agreement may elect to participate in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program are determined as follows:

- a. Benefit accrual is at the rate of 0.4% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 28.05.b., below.
- b. Pursuant to Section 28.01.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 Section 28.05.b., below.

Section 28.02 Vesting.

- a. 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.

b. Vested Benefit.

An employee completing the minimum continuous service requirements of Section 28.02.a., above, shall be entitled to receive a monthly benefit as determined pursuant to Section 28.01, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

Section 28.03 Benefit Payment.

The benefit accrued by an employee under either Section 28.01 or 28.02, 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.

Section 28.04 Funding.

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.

Section 28.05 Definitions.

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

b. 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.

c. 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.

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

ARTICLE 29

GENERAL PROVISIONS

Section 29.01 Discipline. When reprimanding or disciplining an employee, the Employer shall not do it in such a manner as to embarrass the employee in the presence of other employees or the public.

No employee covered by this Agreement shall be disciplined or discharged without just cause. At the employee's request, an employee covered by this Agreement may have union representation when the employee is being questioned regarding any incident which could ultimately lead to an adverse action being taken against the employee. Likewise, at the employee's request, an employee may have union representation at all formal meetings or hearings that could ultimately result in an adverse action being taken against the employee. The Union President shall be given notification via a copy of the notice of intent to take disciplinary action against a bargaining unit member at least five (5) working days prior to the Employer taking such disciplinary action.

Section 29.02 In the aforementioned articles, where the masculine gender is used, the feminine gender is understood and also included. Similarly, where the feminine gender is used, the masculine gender is understood and also included.

ARTICLE 30

SAVINGS CLAUSE

In the event that any Article, Section, or portion of this 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 shall leave unaffected the remainder of this Agreement. If feasible, the County and the Union agree to negotiate a substitute for the invalidated Article, Section, or portion.

ARTICLE 31

DURATION

This Agreement shall become effective on July 1, 1995, unless otherwise stated in specific Sections, and shall remain in full force and effect until June 30, 1996. This Agreement shall be automatically renewed from year to year after its expiration date on June 30, 1996, unless either party shall notify the other in writing no later than October 1, 1995 (or October 1 of any subsequent year thereafter in case of an automatic renewal) that it desires to terminate, modify or

amend this Agreement.

Signed on this ____ day of _____, 1995, in Upper Marlboro, Prince George's County, Maryland.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES
Council 67

PRINCE GEORGE'S COUNTY,
MARYLAND

BY: _____

Wayne K. Curry
County Executive

Local 241

FOR PRINCE GEORGE'S COUNTY
POLICE DEPARTMENT

BY: _____
Doris C. Burroughs
President

Alphonso W. Hawkins
Acting Police Chief

ATTACHMENT A

Min-Max System:

Effective July 12, 1981, the structure of Salary Schedule X in effect for members of the bargaining unit will be modified according to the Min- Max system described below.

A. Derivation of Rates:

1. The minimum and maximum rates referenced below are derived by multiplying Salary Schedule X rates effective July 13, 1980 by 107%.
 - a. The stated minimum rate for each grade shall be equal to the rate of Step A.
 - b. The stated maximum rate for each grade shall be equal to the rate of Step G.
2. The stated Longevity 1 rate for each grade shall be computed by multiplying the stated maximum rate in 1.b. above by 103%.
3. The stated Longevity 2 rate for each grade shall be computed by multiplying the stated Longevity 1 rate in 2. above by 103%.

B. Administration of the Min-Max System.

Effective July 12, 1981, merit increases for employees covered by this salary schedule who earn less than the maximum of their grade shall be granted at a rate of three percent (3%), in accordance with the Personnel Law. Employees will continue to receive three percent (3%) merit increases until one of the following occurs:

- a) They reach the maximum;
- b) The three percent (3%) increase would establish the hourly rate one percent (1%) or less below the maximum in which case the hourly rate will be automatically adjusted upward to the maximum; or,
- c) If a three percent (3%) merit adjustment would cause an employee's salary to exceed the maximum rate established for that grade, the employee's salary will instead be adjusted to equal the maximum applicable rate.

Upon completion of four (4) years of satisfactory service at the maximum employees will advance to the stated Longevity 1 rate, and then to the stated Longevity 2 rate upon completion of four (4) additional years of satisfactory service at L1. Such advancement shall be in accordance with the Personnel Law.

Employees currently at L1 shall retain their current pay rate (including the C.O.L.) until eligible to advance to L2. At such time, their rate shall be adjusted to reflect the stated Longevity Step 2 rate for the applicable grade. Employees currently at L2 shall retain their current pay rate (including the C.O.L.).

All reference to the "maximum" reflect the use of the term in the Personnel Law, i.e., exclusive of Longevity. All references to advancement by merit increments are confined to an employee's pay grade.

The provisions set forth above shall apply to merit increases and longevity increases occurring on or after July 12, 1981.

Steps for the purpose of promotions, demotions, discipline, and reallocations, occurring on or after July 12, 1981, shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.

SALARY SCHEDULE X
 IN EFFECT AS OF JULY 1, 1995
 SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
X13	HOURLY	7.4854	11.0075
	BIWKLY	598.83	880.60
	ANNUAL	15,570	22,896

The hourly rates are the rates which became effective on March 5, 1995. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.