

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

**1999 Legislative Session**

Resolution No. CR-58-1999

Proposed by The Chairman (by request - County Executive)

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

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

Date of Introduction October 19, 1999

**RESOLUTION**

1 A RESOLUTION concerning

2 Compensation and Benefits - Council 67, American Federation of State, County

3 and Municipal Employees, AFL-CIO, Local 241 - Salary Schedule X

4 FOR the purpose of amending the Salary Plan of the County to reflect the terms of a labor  
5 agreement by and between Prince George's County and AFSCME Local 241.

6 WHEREAS, pursuant to Section 903 of Article IX of the Prince George's County Charter  
7 and Section 16-125(a) of the Prince George's County Code, amendments to the County's Salary  
8 Plan are to be submitted to the County Council in resolution form; and

9 WHEREAS, the Salary Plan must at this time be amended by the approval of a salary  
10 schedule to reflect the terms of a labor agreement by and between Prince George's County and  
11 AFSCME Local 241;

12 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's  
13 County, Maryland, that Salary Schedule X, submitted and recommended by the County  
14 Executive on October 15, 1999, which is attached hereto and made a part hereof, setting forth the  
15 following modifications: cost of living increases of two and one-half percent (2.5%) in fiscal  
16 years 2000 and 2001; merit increases for both fiscal years 2000 and 2001, and additional  
17 modifications to uniform allowance, holidays and personal leave, be and the same is hereby  
18 approved.

Adopted this 23rd day of November, 1999.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
M. H. Jim Estepp  
Chairman

ATTEST:

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

SALARY SCHEDULE X  
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JULY 1, 1999 - JUNE 30, 2001

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**1. Cost of Living Increases**

Employees covered by this Salary Schedule will receive a two and one-half percent (2.5%) increase to their base wages effective July 4, 1999.

Employees covered by this Salary Schedule will receive a two and one-half percent (2.5%) increase to their base wages effective July 2, 2000.

**2. Merit Increases**

Employees covered by this Salary Schedule who are otherwise eligible will receive a merit increase in both Fiscal Years 2000 and 2001.

**3. Scheduled Pay Rates**

**SALARY SCHEDULE X -- EFFECTIVE JULY 4, 1999  
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS  
PRINCE GEORGE'S COUNTY, MARYLAND**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
X13	HOURLY	7.8260	12.0834
	BIWEEKLY	626.08	966.67
	ANNUAL	16,278	25,133

The minimum rates are the July 5, 1998 rates multiplied by 102.5%. 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.

**SALARY SCHEDULE X -- EFFECTIVE JULY 2, 2000  
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS  
PRINCE GEORGE'S COUNTY, MARYLAND**

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
X13	HOURLY	8.0217	12.3855
	BIWEEKLY	641.74	990.84
	ANNUAL	16,685	25,762

The minimum rates are the July 1, 1996 rates multiplied by 102.5%. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Administration of the Min-Max System:

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 and one-half percent (3 1/2%). Employees will continue to receive three and one-half percent (3 1/2%) merit increases until one of the following occurs:

1. They reach the maximum;
2. The three and one-half percent (3 1/2%) increase would establish the hourly rate one percent (1%) or less below the maximum in which case the hourly rate will be automatically adjusted upwards to the maximum; or,
3. If a three and one-half percent (3 1/2%) merit adjustment would cause an employee's salary to exceed the maximum rate, the employee's salary will instead be adjusted to equal the maximum rate.

**4. Work Schedules**

Work schedules mean written schedules of the required daily hours of work within a workweek prescribed by an appointing authority as established by Charter for individual employees and/or various groups or units of employees under the appointing authority's jurisdiction as approved pursuant to Section 16-114 of the Personnel Law.

Regular Assignments

The Employer will make reasonable efforts to schedule work assignments so that the employees covered by this Salary Schedule are paid a minimum of four (4) hours a day. The following is the daily regular assignment pay schedule for crossing guards:

- (a) One (1) Crossing Assignment -- One and one-half (1 1/2) hours at their hourly rate of pay.
- (b) Two (2) Crossing Assignments -- Two and one-half (2 1/2) hours at their hourly rate of pay.
- (c) Three (3) Crossing Assignments -- Four(4) hours at their hourly rate of pay.
- (d) Four (4) Crossing Assignments -- Five (5) hours at their hourly rate of pay.
- (e) Five (5) Crossing Assignments -- Six and one-half (6 1/2) hours at their hourly rate of pay.
- (f) Six (6) Crossing Assignments -- Eight (8) hours at their hourly rate of pay.
- (g) Seven (7) Crossing Assignments -- Nine (9) hours at their regular rates of pay.

It is recognized, however, that the following principles will be adhered to:

1. Each such employee receives a permanent assignment.

2. Except for regular crossing guards hired on or after May 1, 1995 with less than two years of seniority as of the date that Stage One bidding is to begin, 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. Employees hired on or after May 1, 1995 with less than two years service as a permanent, part-time crossing guard as of the date Stage One bidding is to begin shall relinquish (a) sufficient permanent crossing(s), if necessary, to satisfy the requirement of completing Stage One bidding with both a 7:30 a.m. and a 2:00 p.m. crossing (See Section 7.02 (c), below).

3. If the paid hours of an employee's permanent 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 Salary Schedule whose permanent assignment consists of four (4) or less paid hours, so long as the reassignment is consistent with school schedules and other operational needs.

**5. Back to School Meeting**

All employees covered by this Salary Schedule who attend the required back to school meeting shall receive two (2) hours pay at their regular rate of pay as compensation.

**6. Specialty Assignment**

All special assignments will be made by seniority and availability when all other factors are equal. Where possible, preference will be given to volunteers on the sign up sheet.

**7. Benefit Eligibility**

Eligibility for employment benefits shall be governed by the applicable provisions of the Personnel Law and shall be based upon the reporting pay hours earned, unless otherwise specified in the Agreement.

**8. Leave Provisions**

**A. Sick Leave**

Bargaining unit employees shall earn one (1) hour of sick leave for each twenty (20) hours reported.

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

B. 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 Salary Schedule. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Salary Schedule with a zero 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 Section 8.G. of this Salary Schedule.

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.

C. Annual Leave

Bargaining unit employees with up to four (4) years of service shall earn one (1) hour of annual leave for each 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.

A maximum of three hundred sixty (360) hours of accumulated annual leave may be carried over by employees covered by this Salary Schedule. Any annual leave in excess of three hundred sixty (360) hours will be forfeited.

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.

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 for all annual leave accrued.

Each employee may elect to be paid at the end of the work year, and at the appropriate annual rate, in a separate check, for up to three hundred sixty (360) hours of 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.



D. 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;
3. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, the employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following limitation:
  - a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in Fiscal Year 1996, or 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 Fiscal Year 1996, 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 June 30, 1996, Sick leave earned beginning the first pay period of Fiscal Year 1997 is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.
5. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.
6. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 shall forfeit any sick leave hours accumulated at the time of the employee's separation.
7. Upon retirement, an employee shall be entitled to receive credit on an actuarial equivalent basis for unused sick leave for which an authorized cash payment has not been elected as creditable service in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, and the terms of any applicable County sponsored pension plan.

E. Personal Leave

Ten (10) hours of personal leave per 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 days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

F. Union Business Leave

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 nor five (5) days for any delegate to AFSCME's international conventions. These conventions are held on 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 six (6) 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.

Up to five (5) members of the negotiating team will be excused for their work assignment to attend contract negotiations and be placed on administrative leave that day so they will suffer no loss of compensation.

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 but no 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.

G. 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 leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave.

#### H. 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.

#### I. 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 officer in charge, Crossing Guard Unit. 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.

#### J. Family and Medical Leave

Employees covered by this Salary Schedule are entitled to family and medical leave in accordance with the Personnel Law (See Personnel Law Section 16-225.02.)

#### K. 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.

#### L. 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.

#### M. Administration of Leave

The provision governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, disability, leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and applicable Administrative Procedures.

## **9. Holidays**

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 Salary Schedule 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. Beginning in FY 2001, Teachers' Convention Day shall be recognized and observed as a paid holiday for school crossing guards.

## **10. Premium Pay for Holiday Work**

Employees covered by this Salary Schedule 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.

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

If an employee is required to work on a holiday, the employee shall be compensated at the rate of two (2) times the employee's normal hourly pay for each hour worked and will not receive holiday pay as provided in paragraph above.

## **11. 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 up to five (5) such 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.

## **12. Incentive Awards**

To the extent that funds have been appropriated for such purpose, employees may be granted incentive awards, subject to the provisions of Section 16-209 of the Personnel Law.

## **13. Group Health Insurance (Beneflex Program)**

The Employer shall contribute seventy-five percent (75%) to the cost of the point of service insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

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%).

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

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%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

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.

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

Employees may contribute up to \$5,000 in a dependent flexible spending account and up to \$3,000 in a medical flexible spending account. The minimum that may be contributed to either account is \$10 per pay period for the 2000 Plan Year.

#### **14. Life Insurance**

The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of One Hundred Thousand Dollars (\$100,000). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of \$700,000 including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.

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.

#### **15. Supplemental Retirement Benefit**

A. Effective July 1, 1990, employees covered by this Salary Schedule may elect to participate in a supplemental retirement benefit plan. The cost of funding this 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.

B. In accordance with CR-41-1995, any employee separating from County service on or after July 6, 1995, shall not be eligible for the Discontinued Service Benefit.

**16. IRS Pickup Plan**

The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 28.04 (Funding) hereof. Such amounts:

(1) 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;

(2) shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

(3) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

(4) 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.

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.

**17. Social Security**

Effective January 1, 1998, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 7.65% of the first \$68,400 and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

Subsequent changes in the Social Security tax rate and/or the taxable wage base as enacted through Federal Legislation shall be applied in computing Social Security contribution by the County and each employee.

**18. Workers' Compensation**

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Workers' Compensation Law, Title 9 of the Maryland Labor and Employment Code Annotated.

**19. Uniforms**

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.

The Employer shall furnish bargaining unit employees with a clothing allowance of Four Hundred Dollars (\$400.00) in FY97. Uniform allowance will be disbursed in equal installments semi-annually in October and March.

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

**20. 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.

**21. Pay Plan Policy Statement**

It is the policy of the County that benefits afforded to employees in the Salary Plan are governed by the specific Salary Schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any way moves from one salary schedule to another, any benefits unique to, or expressly a function of the former Salary Schedule are not carried over.