

SETTLEMENT SUMMARY

**COUNCIL 67, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
AND ITS AFFILIATED LOCALS 2462, 2735, 3389 AND 1170
AND
PRINCE GEORGE'S COUNTY, MARYLAND**

FISCAL YEARS 2021 & 2022

The following is a complete summary of modifications to the wages and benefits agreed to by Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Locals 2462, 2735, 3389 and 1170, (“Union”) and Prince George’s County, Maryland (“County”), which are included in the parties new collective bargaining agreement (“CBA”). This CBA is effective for Fiscal Years 2021 and 2022. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

ARTICLE 5 -- COOPERATION

G. The County and AFSCME agree to the formation of a Joint Committee on Performance Appraisals. The Committee shall be comprised of Union and management representatives, one (1) member from each local and the Labor Relations Specialist (not to exceed five (5) in total), and five (5) management representatives. The Committee will begin its work within 30 days from the enactment of this Agreement and will explore best practices for a fair and equitable performance appraisal system which is appropriate for the type of work performed by AFSCME bargaining unit members. The Joint Committee may also look at pay for performance systems in use in other jurisdictions. The Committee will issue its findings and recommendations to the AFSCME Staff Representative, the respective Appointing Authorities, Director of Human Resources Management by January 31, 2022.

➤ **New paragraph G was added to create a Joint Committee on Performance Appraisals**

ARTICLE 12 – WAGES

A. Cost of Living Adjustments (COLAs)

1. Employees covered by this agreement shall not receive a cost of living adjustment in Fiscal Year 2021 and Fiscal Year 2022.

C. Merit and Salary Increases

1. Merit Increases
 - a. There will be no merit increases in FY 2021.
 - b. Employees covered by this Agreement who are otherwise eligible to receive a merit increase in FY 2022, will receive a merit increase on their anniversary date.

- c. Employees covered by this Agreement who were otherwise eligible to receive a merit increase in FY 2021 will receive a merit increase effective the last full pay period in FY 2022. There will be no retroactive payment for the FY 2021 merit.
- d. The County will increase the maximum pay by 3.5% effective the first full pay period in January 2022.

D. Retroactive COVID-19 Hazard Pay

Essential Public Facing employees that reported to work from September 27, 2020 through April 24, 2021 will be entitled to receive \$350 per pay period of COVID-19 Hazard Pay. For an employee to receive the \$350 COVID-19 Hazard Pay, an employee must have worked 75% of their scheduled hours. If an employee worked less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. For purposes of clarity, an *essential public facing* employee is one who, during the performance of their assigned duties, must have had substantial direct contact with the public and other employees thus increasing their risk of exposure to COVID-19. Telework hours do not qualify for this provision.

Essential Non-Public Facing employees that reported to work from September 27, 2020 through April 24, 2021 will be entitled to receive \$200 per pay period of COVID-19 Hazard Pay. For an employee to receive the \$200 COVID-19 Hazard Pay, an employee must have worked 75% of their scheduled hours. If an employee worked less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. For purposes of clarity, an *essential non-public facing* employee is one who, during the performance of their assigned duties, may have had incidental contact with the public or other employees. Telework hours do not qualify for this provision.

E. Wage Reopener

The County agrees to a wage reopener with AFSCME Locals 2462, 2735, 3389, and 1170 if, at any point during the term of this Agreement the federal government or state of Maryland enact legislation which allows the County to specifically use federal or state funding for bargaining unit pay (including wages, salaries, or specialty pay).

➤ **Provisions for Merit Increases are outlined; new paragraph D added to provide retroactive COVID-19 Hazard Pay for a period of time, and new paragraph E added to provide for a Wage Reopener under certain circumstances.**

ARTICLE 27 -- ANNUAL LEAVE

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

1. Notwithstanding the provisions of this Article 27. Paragraph C, a maximum of 440 hours of accumulated annual leave may be carried over from leave year 2021 into leave year 2022, however, the annual leave payout amount is not being increased. Unless amended by

future legislation, the maximum amount of annual leave that may be carried over from leave year 2022 into leave year 2023 shall revert back to 360 hours. This modified benefit shall sunset automatically upon its implementation.

- **This provision was added to temporarily increase the maximum amount of annual leave hours from 360 to 440 that can be carried over from leave year 2021 to leave year 2022.**

G. Employees should submit annual leave requests for less than five (5) days to their supervisors within 24 hours of the next business day to allow appropriate review of available staff to meet normal operations. Annual leave for five (5) or more days should be requested at least fourteen (14) calendar days in advance of the anticipated leave period. Supervisors are required to make a timely response to an annual leave request. If a supervisor does not respond to an employee's request for leave within three (3) business days after the leave request is submitted, the employee may request the leave from the next highest supervisor. When an employee's annual leave request is denied, the supervisor and employee will establish a mutually agreeable alternative leave period. When emergency situations arise requiring annual leave, every effort will be made to grant the request provided the employee notifies his/her supervisor not more than one (1) hour after the employee's normal work reporting time each day. An employee may be required, upon return to work, to furnish proof of the emergency as requested by a supervisor.

- **Amended paragraph G to specify that annual leave requests for less than 5 days should be submitted to supervisors within 24 hours of the next business day.**

ARTICLE 50 – DURATION AND REOPENER

This Agreement shall become effective on July 1, 2020, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2022. This Agreement shall be automatically renewed from year to year after June 30, 2022, unless either party shall notify the other in writing no later than October 1, 2021, (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

- **Language amended to change effective dates of Agreement and renewal provisions.**