



Rushern L. Baker, III
County Executive

CB-67-2015
CR-49-2015

PRINCE GEORGE'S COUNTY GOVERNMENT
OFFICE OF THE COUNTY EXECUTIVE

September 4, 2015

The Honorable Mel R. Franklin
Chairman
Prince George's County Council
County Administration Building
Upper Marlboro, Maryland 20772

Dear Chairman Franklin:

Prince George's County, Maryland ("the County") and Council 67, American Federation of State, County and Municipal Employees ("AFSCME"), AFL-CIO, and, and its affiliated Local 241 ("School Crossing Guards"), have completed labor negotiations for a new labor agreement ("Agreement") covering Fiscal Year 2016. The Agreement covers permanent, part-time School Crossing Guards in the Police Department.

Transmitted herewith for the County Council's consideration are the Agreement and the Council Bill necessary to enact the Agreement into law. I am also transmitting to you an advance copy of the Resolution and Salary Schedule that implement the Agreement. We will formally transmit the Resolution and Salary Schedule to the Council at a later time so that the Council's schedule for the consideration of these items can be synchronized with the Council's enactment of the enclosed Council Bill.

Although the Agreement carries forward many of the terms and conditions of the County's previous labor agreement with this bargaining unit, the new Agreement contains a number of modifications. These modifications are listed for Council in the enclosed Settlement Summary.

The County Council's favorable consideration of this legislation is greatly appreciated. If you have any questions or concerns, please contact my office or Stephanye R. Maxwell, Esq., CPM, Director of Office of Human Resources Management at 301-883-6344.

Sincerely,

Rushern L. Baker, III
County Executive

Enclosures

**SETTLEMENT SUMMARY
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME) LOCAL 241
AND
PRINCE GEORGE'S COUNTY, MARYLAND**

FISCAL YEAR 2016

The following is a complete summary of modifications to the wages and benefits agreed to by the American Federation of State, County and Municipal Employees ("AFSCME") Local 241 (the "Union") and Prince George's County, Maryland (the "County") that are included in the parties' new collective bargaining agreement covering Union employees during Fiscal Years 2016. For easy reference, the Article where each modification appears is identified.

GENERAL PROCEDURE FOR FILLING VACANCIES

A provision was added that envelope bidding shall be allowed for persons on approved medical or bereavement leave. (**ARTICLE 8 – WORK ASSIGNMENTS**)

HOLIDAY ADMINISTRATION

Rosh Hashanah was added to the following list of observed and paid holidays: Thanksgiving, County Employees' Appreciation Day, Christmas, New Year's Day, Washington's Birthday, Good Friday, Easter Monday, Police Memorial Day, Memorial Day, Labor Day, Martin Luther King Jr.'s Birthday, General Election Day, in which Congressional Representatives are elected, Veteran's Day and Teachers' Convention Day. (**ARTICLE 9 – HOLIDAY ADMINISTRATION**)

INCLEMENT WEATHER AND HIGH SCHOOL GRADUATION PAY

Employees who are unable to work because of high school graduation will receive their regular pay for that shift. (**ARTICLE 10 – INCLEMENT WEATHER AND HIGH SCHOOL GRADUATION**)

SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

In accordance with recent State law changes, the following provision was deleted:

Upon retirement, employees covered by this Agreement may convert any unused annual leave to new sick leave for pension credit under the State Retirement or Pension Plan.
(**ARTICLE 11 – ANNUAL LEAVE AND VACATIONS**)

WAGES

Employees covered by this Agreement will not receive cost of living increases during the term of this Agreement unless the requirements set forth below are met.

- All employees covered by this Agreement will receive a three and one-half percent (3.5%) increase base wages only if the FY 2016 Total County Source General Fund Revenues (excluding fund balance, transfers in from other funds, and any dedicated revenue source by law for the Board of Education) are forecasted to be 103.5% above the published FY 2016 Spending Affordability Committee's General Fund Forecast, which after the previously mentioned exclusions equate to \$1,465 million. Specifically payment will be made if the adjusted revenues exceed \$1,516.3 million in FY16.
- The County will review revenue information in both December 2015 and March 2016, to determine if revenues are at the necessary levels to pay cost of living increases. If sufficient revenue is available by December 2015, the above referenced three and one-half percent (3.5%) increase will be paid in January 2016. If sufficient revenues are available in March 2016, the above referenced three and one-half percent (3.5%) increase will be paid in April 2016.

The parties agree that should County employees, except elected officials, receive a COLA increase under circumstances different than as specified above in this Article, the County shall notify the Union upon ratification by another labor organization or adoption of legislation by the County Council, whichever occurs first. If the Union requests a reopener, negotiations for the reopener shall begin within ten (10) working days, unless both sides agree to extend opening of negotiations. However, the parties agree that for Fiscal Year 2016, the terms set forth in this section regarding a reopener shall not be triggered by a COLA increase provided as a result of binding impasse procedures and/or subsequent court procedures. No other section of the collective bargaining agreement shall be reopened unless both the County and Union agree. Each party shall bargain in good faith in an attempt to reach an agreement.

All employees covered by this Agreement shall forego merit increases for Fiscal Year 2016.
(ARTICLE 26 – WAGES)

HEALTH AND WELFARE

The contribution cost split that currently exists between the County and employees for medical, vision, and prescription coverage will continue for calendar years 2015 and 2016. The maximum amount an employee may contribute to a medical flexible spending account was changed to two thousand five-hundred fifty dollars in accordance with federal law. **(ARTICLE 27 – HEALTH AND WELFARE)**

DURATION

This Agreement shall become effective on July 1, 2015, unless otherwise stated in specific Sections, and shall remain in full force and effect until June 30, 2016. This Agreement shall be

automatically renewed from year to year after its expiration date on June 30, 2016, unless either party shall notify the other in writing no later than October 1, 2015 (or October 1 of any subsequent year thereafter in case of an automatic renewal) that it desires to terminate, modify or amend this Agreement. **(ARTICLE 32 - DURATION)**