

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2011 Legislative Session**

Bill No. CB-10-2011

Chapter No. \_\_\_\_\_

Proposed and Presented by The Chairman (by request – County Executive)

Introduced by Council Members Harrison and Toles

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

Date of Introduction April 19, 2011

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement - Council 67,

3 American Federation of State, County and Municipal Employees

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

5 For the purpose of amending the labor agreement by and between Prince George's County,

6 Maryland and Council 67, American Federation of State, County and Municipal Employees,

7 AFL-CIO and its affiliated Local 241 to provide for wages and certain other terms and

8 conditions of employment for personnel classifications certified by the Prince George's County

9 Public Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Section 16-233(f)(15),

13 The Prince George's County Code

14 (2007 Edition, 2010 Supplement).

15 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,

16 Maryland, that Section 16-233(f)(15) of the Prince George's County Code be and the same is

17 hereby repealed and reenacted with the following amendments:

18 SUBTITLE 16. PERSONNEL.

19 DIVISION 19. COLLECTIVE BARGAINING.

20 **Sec. 16-233. General.**

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

1 \* \* \* \* \*  
2 (15) **Declaration of Approval - Local 241, American Federation of State, County**  
3 **and Municipal Employees, AFL-CIO (School Crossing Guards).**

4 The County Council of Prince George's County, Maryland, having fully  
5 considered the labor agreement concluded between Prince George's County, Maryland and  
6 Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its  
7 affiliated Local 241, on [April 19, 2010] \_\_\_\_\_, hereby approves said  
8 agreement for School Crossing Guards in accordance with the provisions of Section 13A-109 of  
9 the Prince George's County Code.

10 SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
11 calendar days after it becomes law and shall be retroactively effective to July 1, 2010.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2011.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Ingrid M. Turner  
Chair

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Rushern L. Baker, III  
County Executive

KEY:

Underscoring indicates language added to existing law.  
[Brackets] indicate language deleted from existing law.  
Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.

\* \* \* \* \*

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, 2010 - June 30, 2011

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**PREAMBLE**

A. 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.

B. Anything not covered specifically by this Agreement shall be administered in accordance with County Personnel Laws.

**ARTICLE 1 -- RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees known as permanent, part-time "School Crossing Guards" as described in Attachment "B", 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 permanent, part-time 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.**

A. The Union, upon the presentation of dues deduction authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues deducted from their paychecks on a biweekly 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.

B. Council 67 will provide to any bargaining unit employee who so requests, its procedure that demonstrates to that employee the Union's compliance with applicable U.S. Supreme Court decisions concerning service fees.

C. The Union, upon the presentation of service fee authorization by the Union to the County, shall be entitled to have such employees' service fees deducted from their paychecks on a

biweekly basis and remitted to the Union.

D. No deductions of Union dues or service fees will be made from the paychecks of employees when schools are closed for summer vacation, but dues and/or service fee deductions will resume beginning with the first paycheck in the new school year.

### **SECTION 2.03 UNION COMMUNICATIONS.**

A. The County agrees to provide suitable bulletin board space on existing or new bulletin boards, in convenient places for posting of official Union notices. The parties agree that the usage of such bulletin boards will be to keep the members of the Union informed of its representation activities.

B. The Department's interoffice mail may be used for distribution of official Union communications. The Union shall also be permitted reasonable use of the County facsimile machines and occasional usage of the telephone system. The Union agrees to pay for the cost of copies if County equipment is used or provide replacement paper in lieu of payment.

C. An official mailbox may be maintained at the Special Operations Division.

D. 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.

### **SECTION 2.04 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 – DISCIPLINE, SUSPENSION & DISCHARGE**

### **SECTION 3.01 DISCIPLINE.**

1. Employees shall only be disciplined for just cause.
2. The Employer agrees to follow a progressive disciplinary policy utilizing methods permitted by the Personnel Law; provided, however, that the parties also recognize and agree that the initial disciplinary action should be consistent with the severity of the offense.
3. Administrative charges may not be brought against an employee unless filed within ninety (90) days from the latest of:
  - a. The date of the incident
  - b. The date management knew or should have known
  - c. Termination of relevant court proceedings



- d. Termination of the employee's incarceration
- e. Any other extenuating circumstances which prevents the employee from being available.

4. If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or in public.

5. Any disciplinary action, above a written reprimand, may be processed through the grievance procedure specified in this Agreement.

6. The Local President, Labor Relations Specialist, and appropriate Steward shall receive copies of all written disciplinary actions and intended actions.

7. Employees covered by this Agreement shall have Union representation when employee is being questioned regarding any incident which could ultimately lead to an adverse action being taken against the employee.

8. The Department agrees to provide a copy of the referenced Personnel Law when an employee receives a notice of intent to discipline.

### **SECTION 3.02 DISCHARGE AND SUSPENSION.**

1. The Employer shall not discharge any employee without just cause. If in any case the Employer feels that there is just cause for discharge, the employee involved and the Union shall be notified at least forty-eight (48) hours in advance of such action.

2. Pending the investigation of charges which may result in the suspension or discharge of an Employee or upon notice of intent to suspend or discharge an Employee, the Employer may, in its discretion, place the Employee on administrative leave in lieu of the measures available under the Personnel Law.

3. The Union shall have the right to take up the suspension and/or discharge at the department head level of the grievance procedure. Where an employee is suspended or discharged, the Employee shall be granted the opportunity to have a Union representative present if the Employee requests that one be present.

4. All suspension days must be consecutive workdays. Sundays and holidays are excluded in the calculation of time.

## **ARTICLE 4 -- GRIEVANCES AND ARBITRATION**

### **SECTION 4.01 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. It is the intention of the parties to avoid filing unnecessary grievances. The parties shall attempt to resolve the Employee's problem prior to the filing of a formal written grievance.

### **SECTION 4.02 GRIEVANCE PROCEDURE.**

- A. 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 submit the grievance in writing to the employee's Division Commander or designee. The Division Commander or designee shall attempt to adjust the matter and shall respond in writing to the employee within three (3) working days.
- B. Step 2. If the grievance has not been settled at Step 1, a written appeal signed by the employee and the Labor Relations Specialist may be filed with the Chief of Police within five (5) days after receipt of the Step 1 answer or after the answer was due. The Police Chief or the Police 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 Police Chief shall answer the grievance in writing, giving a reason for the answer if the grievance is denied.
- C. Step 3. If the grievance is not settled at Step 2, a written appeal signed by the employee and the employee's Union representative may be filed with the Chief Labor Negotiator within five (5) days after receipt of the Police Chief's written answer. Within ten (10) days thereafter, the Chief Labor Negotiator or designee, 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 Chief Labor Negotiator shall answer the grievance in writing, giving a reason for the answer, if the grievance is denied.
- D. Step 4. If the grievance is not settled at Step 3, the Union may request in writing arbitration, giving written notice to the Employer within ten (10) days after the answer of the Chief Labor Negotiator in Step 3 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.
- E. The Union has the right to file grievances on behalf of its membership as a whole.

### **SECTION 4.03 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 4.04 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 4.05 COPIES OF ANSWERS.**

A. The grievant and appropriate Union officials shall be provided copies of answers to grievances as follows:

1. Steward or Labor Relations Specialist;
2. President, and
3. Council 67 Representative.

**SECTION 4.06 ARBITRABLE GRIEVANCES.**

Only grievances arising as a result of disputes concerning the meaning, interpretation, or application of this Agreement shall be subject to Step 4 arbitration.

**SECTION 4.07 DAYS DEFINED.**

The term days as used herein shall be construed to mean "workdays," that is, Monday through Friday excluding days when public and/or private schools are closed, as assigned.

**SECTION 4.08 TIME OFF FOR PROCESSING GRIEVANCES.**

After notice to the officer in charge, Crossing Guard Unit, a Union Steward and aggrieved employee(s) shall be granted reasonable time off with pay during working hours where he/she is engaged in processing and investigating a grievance, provided, however, there is the least disruption of the Employer's operation.

**SECTION 4.09 DISCHARGE, SUSPENSION OR DEMOTION.**

A grievance involving discharge, suspension or demotion may be initiated at Step 3 of the grievance procedure.

**SECTION 4.10 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 5 -- UNION STEWARDS AND UNION REPRESENTATIVES**

**SECTION 5.01 RECOGNITION.**

A. The County recognizes and shall deal with the appropriate accredited Union Stewards, alternate Stewards, Labor Relations Specialist 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 in grievance proceedings at levels above Step 2.

B. Union Representative means any person designated or elected by the Union, including Stewards, Union President, Union Officers or Board Members, designated full time paid Union representatives and the AFSCME International or Council Representatives, Officers and Board Members.

C. AFSCME Locals 241, 1170, 2462, 2735, 3389, and Council 67 shall appoint one bargaining unit member from all of the units represented by AFSCME to serve as the Labor Relations Specialist for all of the employees in those units. The Union agrees to indemnify and hold the County harmless if grant funding of the Labor Relations Specialist is disallowed by audit. The Labor Relations Specialist shall be a County employee on payroll status and shall be responsible for labor relation's activities associated with this Agreement. Furthermore he/she shall be responsible for coordinating and processing of grievances for Local 241 and shall conduct activities to avoid overlapping or duplicating services of any other union representative(s). These activities shall be conducted without disrupting the work of any County employee who is not directly involved.

**SECTION 5.02 STEWARDS.**

There shall be six (6) Stewards, one (1) from each designated district. Union Stewards shall be responsible for representing the Union and members of the bargaining unit, meeting with Management and in resolution of grievances, as provided in the grievance procedure, and in other matters in which unit members shall be entitled to union representation. Stewards shall also be responsible for posting official Union notices.

**SECTION 5.03 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 Human Resources Management. The list may also include one (1) alternate Steward for each district who shall serve only in the absence of the accredited Steward.

**SECTION 5.04 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. The Union President shall have the authority to proceed to any level of personnel within the Police Department to conduct Union business for the Local and his/her membership. This provision does not apply to the processing of formal Union grievances.

**SECTION 5.05 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 5.06 UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES.**

A. The Employer agrees that during working hours on the Employer's premises, designated Union Representatives 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.

B. 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.

**ARTICLE 6 -- NON DISCRIMINATION**

A. 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 disability. 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.

B. The provisions of this Article shall be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance shall not be subject to arbitration, but shall be referred to the appropriate governmental agency having jurisdiction.

C. The County agrees to provide the Union with a reasonable number of copies of the Affirmative Action Plan. Additionally, the Employer will provide a copy of the Equal Employment Opportunity complaint procedure to an employee upon his/her request.

D. Administrative leave shall be granted by the employee's Appointing Authority where an employee is subpoenaed to appear before a court, a public body, public agency or commission on matters relating to this Article.

## **ARTICLE 7 -- SENIORITY**

A. Seniority shall mean an employee's length of continuous service with the department since the employee's date of employment as a "permanent, part-time crossing guard" (as distinguished from a "relief," "temporary" or "700 hour") within the department. The seniority list for employees hired through April 13, 2009 is attached hereto as Attachment B and thereafter new employees will be added to the list as of the employee's class entry date, that is, from his/her date of hire as a permanent, part-time crossing guard.

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

1. Voluntary resignation.
2. Retirement.
3. Discharge for just cause.
4. 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.
5. Absence of three (3) consecutive workdays without reporting to the County unless the employee can establish justification for such failure to report.
6. Disability termination.

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

D. The department shall furnish the Union an updated seniority list as of December 31 of each year, and upon request, an updated seniority list shall be furnished by the department as of June 30 of each year.

E. The department shall furnish the Union with a separate listing as of September 30 and March 31, of any new employees hired in job titles represented by the Union.

## **ARTICLE 8 -- WORK ASSIGNMENTS**

### **SECTION 8.01 REGULAR ASSIGNMENTS.**

A. 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. The following is the daily regular assignment pay schedule for crossing guards:

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

B. 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, 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.
4. Any permanent crossing guard hired on or after May 1, 1995, must be available to work a minimum of four (4) hours a day, that is, work at least three (3) crossing assignments, which specifically must include at least one morning and one afternoon crossing, if they are available.

#### **SECTION 8.02 GENERAL PROCEDURE FOR FILLING VACANCIES.**

A. By May 15 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. Any employee not responding within the designated time period shall be deemed to have resigned and his/her crossings will be placed on the bid list. Employer will deliver relinquish forms to the Employees at least 15 days prior to the first day of public school. All School Crossing Guards will receive a current list of vacant crossings created

by employees who are known to be retiring and resigning. Returning employees with assignments in excess of five (5) hours (twenty (20) or more years) or four (4) hours per day (under twenty (20) years) 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) years) 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) years) due to his/her voluntary surrendering of one (1) or more permanent hours will bid at Stage One. Any twenty (20) or more years guard with five (5) hours that will not be bidding but wants to be considered for any of the remaining crossings should inform the supervisor on their relinquish forms.

B. Replies (relinquish forms) must be received within two (2) weeks following the receipt of said letter. All relinquish forms shall be submitted by employees in sealed envelopes with the School Crossing Guard's name printed and signed on the front by the employee. The Department will maintain the relinquish forms in confidence before the bid list is prepared.

C. The list of all vacancies for the following new school year, commonly called the bid list, will be reviewed by the Union prior to the final draft of the bid list being sent to the employees. The final draft of the bid list shall be personally delivered or sent by certified mail to all employees not later than the end of September. No changes in the bid list will be allowed on the day the bidding takes place. The bidding and assignment of school crossings for the new year will take place by means of a two-stage process on the last Saturday in September. New assignments will start on the third (3rd) Monday after the bidding process is completed.

1. 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 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 8.01, above. As mentioned above in Section 8.01, B.4., all guards hired on or after May 1, 1995 as a permanent, part-time crossing guard (as distinguished from a "relief," temporary" or "700 hour") must first take at least one morning and one afternoon crossing, consistent with school schedules if suitable crossings are available, as part of his/her permanent hours. 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.

2. 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 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.



3. If a guard does not select a permanent assignment of at least four (4) hours, he/she will be given a suitable assignment (or assignments) selected by the officer in charge from the crossings left on the bidding sheet to accommodate the required four (4) hours. Self-imposed limits (for example, all afternoons, mornings, extra jobs, etc.) will not make an otherwise suitable crossing unsuitable. The term "suitable crossing" means one that is available at a location with a commute that will not conflict with other previously selected crossings (any crossings located in Prince George's County).

4. After choosing a fifth (5th) hour during either Stage One or Stage Two, the crossing guard will be asked if he/she is willing to accept (an) additional crossing(s) from crossings that may remain unassigned at the end of Stage Two. Their names, along with the twenty (20) years or more guards that requested it on the relinquish form, will be placed on a list in descending order of seniority. If any crossing on the bid list has not been selected by the end of Stage Two, the department will make those assignments first from those on the list in descending order of seniority. If any crossings remain unassigned after that, the department will make those assignments with school crossing guards whose permanent assignments are less than four (4) hours per day in ascending order of departmental seniority and subsequently by guards working four (4) hours or more in ascending order of seniority.

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 upcoming school year and they will subsequently be confirmed in writing by the department. The effective date of the new assignments will be the third (3rd) Monday after the bidding process is completed. There will be no trading of assignments before or after the bidding has been completed. A listing of all assignments will be subsequently forwarded to the Union.

F. A vacancy is a permanent opening of an established crossing that has been vacated by a permanent, part-time employee via termination, transfer, retirement, promotion or any other related reason for permanently leaving. Any newly opened crossings after the relinquish forms have been turned in (for example, open as a result of a summer quit or a survey) will be placed on the bid list for the subsequent school year. All vacancies, including new openings and reopened crossings, occurring after the bid and assignment process for the new school year until the beginning 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. The name(s) of the employee(s) selected for the assignment(s) will be posted in the Crossing Guards Office, and a copy of the notice will be sent to the Union President. Any Crossing Guard who believes he/she was entitled to that crossing based on seniority should discuss the matter with his/her supervisor. If the matter is still unresolved after discussion with the supervisor, the employee may file a grievance pursuant to Article 4.

G. 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. A copy of this list will be forwarded to the President and Labor Relations Specialist annually at least two (2) weeks after the bidding.

H. 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 8.03 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 8.02, C.1., 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 first. If a crossing suitable to the affected employee cannot be found, the affected employee must make a selection from the excess hours of a less senior employee. The affected employee shall review six and one-half (6 1/2) hour assignments (in reverse order of seniority) from guards under twenty (20) years first, then six and one-half (6 1/2) hour guards with twenty (20) years or more.

C. If a suitable assignment is not found, the affected employee would then review crossings of guards (in reverse order of seniority under twenty (20) years) making a selection from crossings that were assigned by Management. If a suitable crossing still has not been selected by the affected employee, then and only then, would the fifth (5th) hour received during the bid process be reviewed. This also would be done in reverse order of seniority reviewing crossings of guards under twenty (20) years.

D. If the affected employee is unable to select a comparable crossing after reviewing all options, he or she forfeits the right to make a selection. In such a case, the final determination on the selection of the crossing(s) required to give the employee four (4) hours daily (that is, three (3) crossing assignments) shall be Management's. Employees losing excess hours as a result of another employee claiming them to maintain their hours shall have the right to regain the crossing under Stage Two of the bid process.

E. 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.

F. Whenever possible, guards will be given one (1) full week's notice prior to the closing of a crossing.

G. Management shall pay School Crossing Guards for their regularly scheduled post when a school is closed for graduation.

#### **SECTION 8.04 SPECIALTY ASSIGNMENTS.**

Special assignments, as determined by the County, will be made by seniority when possible. This would include any available alternative work assignment that the County determines is available during those time periods when schools are scheduled to be closed. A volunteer sign-up sheet will be posted on the first day of school each year for thirty (30) days that will be used for consideration when making specialty assignments throughout the school year. This sign-up sheet will also be made available at the back to school night. In addition, only newly hired permanent employees hired after the thirty (30) day posting period will be afforded the opportunity to sign up after the posting period.

#### **SECTION 8.05 SCHOOL LOCKDOWN.**

In the event a school is placed in lockdown status, School Crossing Guard(s) will be immediately notified by their supervisor to vacate their post. If the employee has other assignments, the employee shall move to the next assignment during the lockdown.

#### **SECTION 8.06 BACK-TO-SCHOOL MEETING.**

All employees covered by this Agreement who attend the required back-to-school meeting shall receive three (3) hours pay at their regular rate of pay as compensation.

#### **SECTION 8.07 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, Monday through Friday. Mouth apparatus will be provided to each guard and replaced when needed. Employees who provide proof of certification from a training company or agency that is acceptable to the Employer will not have to retake CPR training. The Employer will not withhold acceptance of such certification unreasonably.

#### **SECTION 8.08 UPDATED CHANGES.**

As permanent changes occur, the Department will furnish the Union every two (2) weeks (if necessary) on paydays with updated lists of work locations, times and assigned employees where there is a change that effects the bargaining unit.

#### **SECTION 8.09 DRUG TESTING.**

Drug testing will be done according to the rules and procedures governing Police Department employees, except that School Crossing Guards who are notified to take a drug test will be paid for a minimum of four (4) hours. Testing results will be maintained in confidence. Drug test notification will be made no earlier than by the completion of the Employee's first assignment of the day.

**SECTION 8.10 TEMPORARY ASSIGNMENTS.**

- A. Employees who are required by the Appointing Authority or his/her designee to perform the majority of the duties of a higher job classification for at least ten (10) days shall be compensated starting with the first day at the rate of the higher job classification. No employee shall be required to perform such work for more than one hundred twenty (120) days in any one calendar year.
- B. The County shall not schedule work to intentionally circumvent the provisions of this Article.

**ARTICLE 9 -- HOLIDAY ADMINISTRATION**

**SECTION 9.01 ELIGIBILITY REQUIREMENTS.**

Employees covered by this Agreement are eligible for holiday pay provided they are in a pay status during the scheduled workdays occurring immediately before and immediately after the holiday. An employee is in a 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 9.02 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 9.03 HOLIDAY WORK.**

If the employee is required to work 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 Section 9.02, above.

**SECTION 9.04 HOLIDAYS RECOGNIZED AND OBSERVED.**

The following days shall be recognized and observed as 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 10 -- INCLEMENT WEATHER PAY**

- A. 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.
- B. 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 11 -- ANNUAL LEAVE AND VACATIONS**

### **SECTION 11.01 EARNED ANNUAL LEAVE.**

- A. Bargaining unit employees with up to four (4) years of service shall earn one and one-half (1 1/2) hours 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 two (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 and one-half (2 1/2) hours for every twenty (20) hours reported.
- B. A maximum of three hundred sixty (360) hours of accumulated annual leave may be carried over by employees covered by this Agreement. Any annual leave in excess of three hundred sixty (360) hours will be converted to sick leave at the end of the leave year.

### **SECTION 11.02 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 11.03 CHOICE OF ANNUAL LEAVE.**

Annual leave shall be requested as far in advance as possible; and acted upon within five (5) working days after the request; 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 vacation 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 11.04 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 11.05 PAYMENT FOR ANNUAL LEAVE AT THE END OF THE WORK YEAR.**

- A. Each employee may elect to be paid at the end of the work year, and at the appropriate annual rate for up to three hundred sixty (360) hours of his/her 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.

B. Annual leave checks will be distributed one pay period after the last paycheck for the school year.

#### **SECTION 11.06 SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION.**

A. 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:

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 three hundred sixty (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 (1/2) 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.

8. 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 12 -- SICK LEAVE**

### **SECTION 12.01 EARNED SICK LEAVE.**

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

### **SECTION 12.02 ACCUMULATION.**

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

### **SECTION 12.03 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 14 (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. Prior to that, the employee will be given verbal or written notice that the employer suspects leave abuse.

### **SECTION 12.04 REQUESTS FOR SICK LEAVE.**

A. 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.

B. Employees covered under this Agreement, who provide up-to-date medical documentation (biweekly) stating that the employee cannot perform their regular assignments, will be provided light duty assignments when such assignments are available within the Department.

**SECTION 12.05 SICK LEAVE BANK.**

A. 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 14.

B. 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.

**SECTION 12.06 DISABILITY LEAVE.**

In accordance with Personnel Law Section 16-224, and Administrative Procedure 284, employees who are eligible for disability leave will be granted up to one hundred eighty (180) days.

**ARTICLE 13 -- 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. All time spent during non-working hours on Union business by an employee while attending meetings scheduled by the County, to which the employee was specifically invited to attend, shall be compensated with compensatory leave at the straight time rate.

B. Employees cover by the Agreement who are selected by their bargaining unit to serve as a Shop Steward shall be approved for not more than seven (7) days union leave for the initial Shop Steward training. Additionally, employees covered by this Agreement shall be approved for not more than seven (7) days union leave per calendar year to attend official Union sponsored training classes.

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

D. On days of negotiations, employees will be granted sufficient compensatory leave to make up the difference between eight (8) hours and the hours the employee would otherwise be in a paid status.



E. 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 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 14 -- BEREAVEMENT LEAVE**

In the event of the death of an employee's parent, parent-in-law, son-in-law or daughter-in-law, brother-in-law, sister-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 15 -- 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.

#### **ARTICLE 16 -- LEAVE OF ABSENCE**

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

B. 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.

#### **ARTICLE 17 -- 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 16-225.01)

**ARTICLE 18 -- PERSONAL LEAVE**

Sixteen (16) hours of personal leave per leave 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, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment. Personal leave will be granted in increments of one-half (1/2) hour or more when requested in advance. Personal leave shall be requested by employees covered by this Agreement anytime during the calendar year. Personal leave shall not be unreasonably denied.

**ARTICLE 19 -- 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 20 -- 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 21 -- 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 22 -- NO ILLEGAL STRIKE OR LOCKOUT**

- A. 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.
- B. 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.
- C. 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 23 -- 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; and, to relieve employees from duty because of lack of work.

**ARTICLE 24 -- RULES AND REGULATIONS**

Absent circumstances requiring immediate action, the Employer agrees to notify the Union President and the Council 67 Representative 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. All notifications will be in writing.

**ARTICLE 25 -- LABOR-MANAGEMENT COMMITTEE**

A. The Union President, Labor Relations Specialist and/or Staff Representative may at the Union's discretion, participate with management representatives on a labor management committee. The committee shall consist of not more than five (5) members each from Labor and Management. The Committee will meet as issues arise but not more often than once a month, unless agreed to by both parties. The parties shall give each other seven (7) days advance written notice of the items they wish to have placed on the agenda.

B. Employees will be compensated for time spent attending Labor-Management Committee meetings held during off duty hours (but excluding travel time) with three (3) hours of compensatory leave on a straight time basis.

**ARTICLE 26 -- WAGES**

**SECTION 26.01 WAGE ADJUSTMENTS.**

A. Effective January 2, 2011, all employees covered by this Agreement shall receive a two percent (2%) Cost of Living Adjustment (COLA) Increase. Should any employee, except elected officials, receive more than a total of 2% in COLA and/or merit, the County and Union agree to reopen this section and the County shall notify the Union upon tentative agreement with other labor organization, or adoption of legislation by the County Council, whichever occurs first. No other section of this collective bargaining agreement shall be re-opened unless both the County and the Union agree.

B. Effective July 1, 2010, all employees covered by this Agreement shall forego a merit increase for FY 2011.

**SECTION 26.02 P.E.O.P.L.E. 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 26.03 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.

**SECTION 26.04 PREMIUM PAY.**

Recognizing the permanent, part-time nature of this bargaining unit, employees covered by this Agreement who work more than eight (8) hours in a day will be paid time-and-a-half for all hours over eight (8) in a day.

**ARTICLE 27 -- HEALTH AND WELFARE (Beneflex Program)**

**SECTION 27.01 GROUP HEALTH INSURANCE.**

A. In CY10 and CY11, the County shall contribute seventy-three percent (73%) to the cost of the County's point-of-service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).

B. Any changes in premium contribution percentages in this Agreement will not become effective unless and until the necessary resolutions are adopted by the County Council.

**SECTION 27.02 PREPAID GROUP HEALTH PLANS.**

A. In CY10 and CY11, the County shall contribute seventy-eight percent (78%) 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-two (22%) but will in no event pay more than General Schedule employees.

B. Any changes in premium contribution percentages in this Agreement will not become effective unless and until the necessary resolutions are adopted by the County Council.

**SECTION 27.03 HEALTH INSURANCE CREDIT.**

Employees who provide proof of other medical coverage may choose to receive a credit instead

of enrolling in a medical plan with the County.

**SECTION 27.04 PRESCRIPTION AND OPTICAL PLANS.**

A. In CY10 and CY11, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

B. Any changes in premium contribution percentages in this Agreement will not become effective unless and until the necessary resolutions are adopted by the County Council.

**SECTION 27.05 DENTAL PLANS.**

Two (2) 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.

**SECTION 27.06 LONG TERM DISABILITY.**

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.

**SECTION 27.07 FLEXIBLE SPENDING ACCOUNTS.**

Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent care flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account.

**SECTION 27.08 GROUP LIFE INSURANCE UNDER THE BENEFLEX PROGRAM.**

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 (\$100,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) time their annual salary and receive a credit.

**SECTION 27.09 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/her 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.

#### **SECTION 27.10 SMOKING CESSATION PROGRAM.**

Within ten (10) days of the final resolve of the complaint filed with the US Department of Health and Human Services, the County will reopen this section, the County shall notify the Union. No other section, other than this proposed section shall be reopened unless both the County and the Union agree. Negotiations for the reopener shall begin within ten (10) working days, unless both sides agree to extend opening of negotiations, and each party shall bargain in good faith in an attempt to reach an agreement.

#### **SECTION 27.11 HEALTH CARE BENEFITS COMMITTEE.**

A Health Care Benefits Committee shall be formed thirty (30) days after enactment by the County Council of this Agreement. The purposes of the Committee shall be to review existing health care benefits and provisions for employees and retirees; make recommendations to the Chief Administrative Officer regarding health care benefit levels, cost containment measures and contribution ratios; and meet on a monthly basis or as necessary. Committee members shall include the Local Presidents from Local 241, 1170, 2462, 2735 and 3389, a Council Representative and the Labor Relations Specialist, and an equal number of County representatives. Committee members may send designees to Committee meetings in their place. Each party may appoint one or more outside consultants. The compensation of the consultants shall be the responsibility of the appointing party. Consultants shall be permitted to attend all Committee meetings and shall advise Committee members on subjects under Committee review. The Committee shall be co-chaired by the Chief Labor Negotiator and one of the aforementioned Union Representatives.

### **ARTICLE 28 -- UNIFORMS**

#### **SECTION 28.01 UNIFORM ISSUE.**

- A. The Employer shall continue to supply and replace when needed complete uniforms for all bargaining unit employees, except hose, shoes, and after first issue, gloves.
- B. At the beginning of the FY 2011 school year, the Department will provide each Crossing Guard with raingear which has been mutually agreed to by the Department and the Union including: Hood, Coat and Gloves. New employees shall be provided with raingear upon hiring. Crossing Guards may purchase rain pants.
- C. At the beginning of the FY 2011 school year, the Department will provide each Crossing Guard with intermediate jacket which has been mutually agreed to by the Department and the Union. New employees shall be provided with an intermediate jacket upon hiring.
- D. Two Union Representatives may attend Uniform Committee meetings and provide input.

**SECTION 28.02 UNIFORM ALLOWANCE.**

- A. The Employer shall furnish bargaining unit employees with a clothing allowance of five hundred fifty dollars (\$550.00) in Fiscal Year 2011. Uniform allowance will be disbursed annually in October.
- B. If an employee arrives or leaves during the Fiscal Year, his/her allowance will be prorated.

**SECTION 28.03 EQUIPMENT.**

As of September 2007, all crossing guards will be provided with an updated personal communications device at no expense to the employee when used for official County business.

**SECTION 28.04 MOURNING BANDS.**

Mourning bands will be worn in accordance with current protocols.

**ARTICLE 29 -- SUPPLEMENTAL RETIREMENT BENEFIT**

**SECTION 29.01 BENEFIT ACCRUAL AND AMOUNTS.**

A. 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:

1. 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 29.05, B., below.

2. Pursuant to Section 29.01, A.1., 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 29.05.B., below.

B. Effective July 1, 2001, the benefit accrual rate in paragraph A.1., above, shall be increased from 0.4% to 0.6% per year for up to twenty-five (25) years of service for an increase in normal benefit from ten percent (10%) to fifteen percent (15%). The additional cost for this benefit enhancement will be paid totally by the County.

C. Effective July 1, 2003, the benefit accrual rate in paragraph B. above, shall be increased from 0.6% to 0.7% per year for up to thirty (30) years of service for an increase in normal benefit from fifteen percent (15%) to twenty-one percent (21%). The additional cost for this benefit enhancement will be paid totally by the Employee.

D. Effective July 1, 2005, the benefit accrual rate in paragraph C. above, shall be increased from 0.7% to 0.75% per year for up to thirty (30) years of service for an increase in normal

benefit from twenty-one percent (21%) to twenty-two and one-half percent (22.5%). The additional cost for this benefit enhancement will be paid totally by the Employer.

#### **SECTION 29.02 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 29.02, A., above, shall be entitled to receive a monthly benefit as determined pursuant to Section 29.01, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

#### **SECTION 29.03 BENEFIT PAYMENT.**

The benefit accrued by an employee under either Section 29.01 or 29.02, 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 29.04 FUNDING.**

Except for the cost of the additional benefits provided in Sections 29.01, C. and 29.01, D above, 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 29.05 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.



**SECTION 29.06 IRS PICKUP PLAN.**

A. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 29.04 (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; and,

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.

B. 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.

**ARTICLE 30 -- GENERAL PROVISIONS**

**SECTION 30.01 GENDER CLARIFICATION.**

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.

**SECTION 30.02 CONTRACT PRINTING.**

The Employer agrees to continue to print all contracts for Fiscal Year 2010 at the Employer's expense. The President will receive 225 copies and distribute contracts to employees covered by this Agreement.

**ARTICLE 31 -- 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 32 -- DURATION**

This Agreement shall become effective on July 1, 2010, unless otherwise stated in specific Sections, and shall remain in full force and effect until June 30, 2011. This Agreement shall be automatically renewed from year to year after its expiration date on June 30, 2011, unless either party shall notify the other in writing no later than October 1, 2010 (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 \_\_\_\_\_, in Upper Marlboro, Prince George's County, Maryland.

FOR AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL 67

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND

BY: \_\_\_\_\_  
CJ Ross  
Chief Negotiator, Council 67

BY: \_\_\_\_\_  
Rushern L. Baker, III  
County Executive

FOR LOCAL 241

FOR PRINCE GEORGE'S COUNTY  
POLICE DEPARTMENT

BY: \_\_\_\_\_  
Larry Collick  
President , Local 241

\_\_\_\_\_  
Mark A. Magaw  
Acting Chief of Police

## ATTACHMENT A -- MIN-MAX SYSTEM

### A. Administration of the Min-Max System.

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

a. They reach the maximum;

b. 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 upward to the maximum; or,

c. If a three and one-half percent (3 1/2%) 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.

2. 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.

3. Amend Salary Schedule X effective July 1, 2007 to provide the establishment of MINIMUM and MAXIMUM rates:

i. Effective July 1, 2007, the MINIMUM rate, is the July 9, 2006 MINIMUM rate.

ii. Effective July 1, 2007, the MAXIMUM rates will be the July 9, 2006 L6 rates.

4. No employee in the bargaining unit shall be paid less than the current Prince George's County Living Wage, as follows: When the Prince George's County Living Wage is revised by the County, a new Adjusted Living Wage (ALW) shall reflect an allowance of 25% for fringe benefits. All minimum salaries contained in "Schedule of Pay Grades (X13)" that are below the County Living Wage will be paid at the ALW rate. Employees paid under the ALW shall not be eligible for union negotiated COLA increases, but shall be eligible for merit increases per the Agreement. By April 30<sup>th</sup> of each year, the County shall provide benefit information to the union for those employees who would be paid ALW for the upcoming fiscal year.

**ATTACHMENT B -- CROSSING GUARD SENIORITY LIST**

1	Petro, Roberta A.	8/14/1966	22	Womack, Edda C.	7/3/1989
2	Osborne, Jeanne T.	9/11/1966	23	Jordan, Vicky L.	11/20/1989
3	Knott, Della E.	6/27/1970	24	Schomisch, Annette M.	7/30/1990
4	Jackson, Carthelia L.	10/14/1971	25	Triplett, Lynn P.	9/24/1990
5	Leath, Barbara J.	6/12/1972	26	Marshall, Beverly G.	12/17/1990
6	Harley, Bertie M.	6/12/1972	27	Haislipp, Lora K.	8/12/1991
7	Varney, Elizabeth D.	3/24/1974	28	Carroll, Veronica E.	8/10/1992
8	Cornelius, Brenda L.	6/22/1975	29	Newby, Darnell S.	8/10/1992
9	Higgins, Gerrylyn L.	11/24/1975	30	Overton, Shirley M.	4/19/1993
10	Iorio, Natalie A.	6/19/1977	31	Barnes, Melsada E.	8/23/1993
11	Graham, Veronica C.	6/25/1979	32	Dandridge, Loretta L.	11/1/1993
12	Lawhorne, Deborah E.	8/11/1980	33	Bowman, Renee D.	8/22/1994
13	Watson, Quincey	8/11/1980	34	Tidwell, Adron M.	10/3/1994
14	Clements, Joyce A.	3/9/1981	35	Gallop, Clara J.	8/19/1996
15	Walker, Dorothy	3/8/1982	36	Beers, Helon E.	9/16/1996
16	Forbes, Susie	1/10/1983	37	Green, Margaret	12/23/1996
17	Certain, Major L.	1/10/1983	38	Hammond, Tara E.	12/23/1996
18	Osborn, Susan A.	4/27/1986	39	Hill, Pauline	12/23/1996
19	Whitaker, Evangeline V.	9/29/1987	40	Johnson, Martha F.	8/17/1997
20	White, Lynn M.	9/29/1987	41	McDermott, Kim L.	8/17/1997
21	Corrado, Joan E.	7/18/1988	42	Johnson, Wayne R.	8/18/1997

43	Bryant, Barbara O.	8/31/1998	64	Hall, Sandra E.	6/2/2003
44	Green, Gwendolyn J.	8/31/1998	65	Williams, Lillian	10/20/2003
45	Koch, Susan M.	8/31/1998	66	Phillips, Evelyn M.	1/26/2004
46	Baker, Margaret C.	4/12/1999	67	Ryan, Percis M.	1/26/2004
47	Herbert, Lorice W.	1/31/2000	68	Hardie, Mary E.	1/26/2004
48	Pinkney, Violet E.	1/31/2000	69	Jones, Helen M.	1/26/2004
49	Baugham, Dorothy T.	5/8/2000	70	Montague, La'Shawn D.	1/26/2004
50	Tyler, Barry T.	11/20/2000	71	Boyd, Barbara A.	11/14/2004
51	Clawson, Christine	11/20/2000	72	Farmer, Ella O.	11/15/2004
52	Anderson, Mary R.	11/20/2000	73	Owens, Margaret D.	1/10/2005
53	Hill, Ginger L.	2/12/2001	74	Gaddy, Monica L.	1/10/2005
54	Hawkins, George	2/26/2001	75	Dozier, Candice M.	1/10/2005
55	King, William M.	8/13/2001	76	Washington, Zelma L.	3/21/2005
56	Ridgeway, Mary J.	8/13/2001	77	Howard, Denise	6/27/2005
57	Fersner, Patricia T.	8/13/2001	78	Collick, Larry M.	6/27/2005
58	Queen, Vanessa L.	8/13/2001	79	Stewart, Kathy R.	6/27/2005
59	Johnson, Barbara C.	1/28/2002	80	Sauders, Kim M.	11/13/2005
60	Bell, Harriette L.	3/11/2002	81	Stamp, Tammy L.	3/20/2006
61	Stewart, Rosalind J.	3/11/2002	82	Hungerford, Lori A.	3/20/2006
62	Williams, Mareia M.	8/26/2002	83	Strong, Brenda E.	5/1/2006
63	Nelson, Roy W.	3/24/2003	84	Williams, Lorraine	5/1/2006

85	Settles, Barbara J.	5/1/2006	108	Little, Ellen	5/27/2008
86	Thomas, James E.	5/1/2006	109	Allen, Clarice	8/4/2008
87	Smith, Linda R.	5/1/2006	110	Trimiar, Deborah	8/4/2008
88	Hardy, Phyllis J.	7/24/2006	111	Crenshaw, Dorothy	8/18/2008
89	Spencer, Marian R.	9/5/2006	112	King, Mary	8/18/2008
90	Bradley-Carmichael,Carol V.	9/5/2006	113	Trice, Dawn	8/18/2008
91	Williams, Patricia A.	10/16/2006	114	Wright, James	11/10/2008
92	Brown, Betty A.	12/11/2006	115	Green, Paul	11/24/2008
93	Pitts, Pernetta I.	3/5/2007	116	Green, Jr., William E.	4/13/2009
94	Tillman, III Alvin	4/2/2007			
95	Boyd, Patricia W.	4/16/2007			
96	Yates, Dorothy I.	7/9/2007			
97	Jr. Green, George P.	7/9/2007			
98	Siderakis, Catherine J.	9/17/2007			
99	Murphy, Yolanda F.	9/17/2007			
100	Vanderau, Donna M.	9/17/2007			
101	Moise, Teodora C.	9/17/2007			
102	Williams, Alberta	10/15/2007			
103	Stevenson, James A.	10/29/2007			
104	Carranza, Evelin C.	10/29/2007			
105	Fisher, Evelyn	11/26/2007			
106	Caspers, Nina	4/28/2008			
107	Smith, Phyllis	5/12/2008			

**ATTACHMENT C – SCHEDULED PAY RATES**

**SALARY SCHEDULE X EFFECTIVE JULY 1, 2009  
SCHEDULE OF PAY GRADES SCHOOL CROSSING GUARDS  
PRINCE GEORGE’S COUNTY, MARYLAND**

<b>GRADE</b>		<b>MINIMUM</b>	<b><u>ADJUSTED LIVING WAGE</u></b>	<b>MAXIMUM</b>
X13	HOURLY	10.3366	11.1264	17.9169
	BIWEEKLY	826.93	890.11	1433.35
	ANNUAL	21,500	23,143	37,268

The middle column is the Adjusted Living Wage (ALW) rate which is based on 25% (for fringe benefits) of the July 1, 2009 Living Wage rate of \$12.60. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE X EFFECTIVE JANUARY 2, 2011  
SCHEDULE OF PAY GRADES SCHOOL CROSSING GUARDS  
PRINCE GEORGE’S COUNTY, MARYLAND**

<b>GRADE</b>		<b>MINIMUM</b>	<b><u>ADJUSTED LIVING WAGE</u></b>	<b>MAXIMUM</b>
X13	HOURLY	10.5433	11.1816	18.2752
	BIWEEKLY	843.47	894.53	1462.02
	ANNUAL	21,930	23,258	38,012

The minimum and maximum hourly rates are the 7/1/09 rates multiplied by 102%. The middle column is the Adjusted Living Wage (ALW) rate which is based on 25% (for fringe benefits) of the July 1, 2010 Living Wage rate of \$12.65. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.



**ATTACHMENT D -- PUBLIC EMPLOYEE RELATIONS BOARD (PERB)  
CERTIFICATION LIST****AFSCME LOCAL 241**

<b>Case Number Date of Certification</b>	<b>Positions Involved</b>
78-PG-R-35 April 2, 1979	Permanently employed part-time non-supervisory school crossing guards
16 39 0201 81 April 15, 1982	Collective Bargaining Certification Permanently employed part-time non-supervisory school crossing guards (130)