

## SETTLEMENT SUMMARY

### COUNCIL 3, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) AND ITS AFFILIATED LOCAL 241 (SCHOOL CROSSING GUARDS) AND PRINCE GEORGE'S COUNTY, MARYLAND

#### FISCAL YEARS 2025 & 2026

The following is a complete summary of modifications to the wages and benefits agreed to by Council 3, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 241 (School Crossing Guards), ("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 2025 and 2026. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

#### MISCELLANEOUS

All references to *Council 67* of AFSCME have been changed to *Council 3* of AFSCME throughout the Agreement.

- Effective April 1, 2023, all local unions that were affiliated with Council 67 prior to that date were reassigned to Council 3. Council 67 and Council 3 represent that this affiliation process was done in accordance with the AFSCME International Constitution, the Council 67 Constitution, the Council 3 Constitution, and all applicable laws, rules, and regulations. As such, the responsibilities with local unions formerly affiliated with Council 67 have become the exclusive responsibility of Council 3.

#### 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**" "**D**", 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.

- This changes the referenced Attachment because the Seniority List is fluid and may not show current information during the duration of the Agreement.

#### ARTICLE 2 - UNION SECURITY

##### SECTION 2.03 UNION COMMUNICATIONS

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, email 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 Crossing Guard Unit office. Access to the Crossing Guard Unit office by the Union may not be unreasonably denied.

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 Union will be permitted to give up to a thirty (30) minute presentation which may include an enrollment in supplemental Union benefits. This orientation will run concurrently with the other County employees. If a Union representative is unable to attend the orientation, they will coordinate with the respective agency's Human Resources Liaison to schedule a time mutually convenient to meet with the new employee(s).** 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.

**E. Every other month, the Employer shall furnish to the Union, electronically in Excel and in a secured format, a list of the bargaining unit members containing the following information:**

- a. Employee Name (First, Middle, and Last)**
- b. Service date (date of hire)**
- c. Employee unique identifier number**
- d. Job profile/title (position classification)**
- e. Department**
- f. Salary**
- g. Hourly Pay rate (if applicable)**
- h. Grade**
- i. Longevity step (if applicable)**
- j. Work site where the employee receives mail**
- k. Work telephone number**
- l. Work email address**
- m. Home address**
- n. Personal email address**
- o. Home/cell phone number**
- p. Source of funding (if available)**
- q. Union membership**
- r. Dues deduction status**
- s. Deduction for AFSCME P.E.O.P.L.E (in lump sum)**
- t. Race**
- u. Gender**
- v. Union Local**

➤ Paragraph B was updated to show current practice. Paragraph C adds language so the Union can access the Crossing Guard office if needed. Paragraph D modifies the details for the Union to give a presentation at New Employee Orientation for new members. Paragraph E adds language for the Employer to provide Council 3 with a list of specific AFSCME 241 member information every other month.

## **ARTICLE 3 - DISCIPLINE, SUSPENSION & DISCHARGE**

### **SECTION 3.01 DISCIPLINE**

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 **of the incident**
  - 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. **Upon the imposition of any disciplinary action above a written reprimand by the Employer, any dispute regarding such** Any disciplinary action, ~~above a written reprimand,~~ may be processed through the grievance procedure specified in this Agreement.

➤ These modifications clarify the intent with regard to disciplinary matters.

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

### **SECTION 4.02 GRIEVANCE PROCEDURE**

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~~ **Hearing Officer** within five (5) days after receipt of the Police Chief's written answer. Within ten (10) days thereafter, the ~~Chief Labor Negotiator~~ **Hearing Officer** 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~~ **Hearing Officer** 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~~ **Hearing Officer** 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.

➤ This Section updates language to reflect current practice.

### **SECTION 4.05 COPIES OF ANSWERS**

A.—The grievant, **the Union President, the Labor Relations Specialist and the Council 3 Representative** and appropriate Union officials shall be provided copies of answers to grievances, as follows:

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

➤ This Section specifies appropriate parties to receive grievance responses.

## **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 ~~1000~~ hour") within the department. The seniority list for employees hired through June 30, 1996 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.

➤ This Section updates language and removes obsolete language.

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

### **SECTION 8.05 SCHOOL LOCKDOWNS**

In the event a school is placed in lockdown status, once informed, the **appropriate sworn unit supervisor or his or her designee, will immediately notify the Crossing Guard supervisor who** will immediately notify the school crossing guard(s) to vacate their post. If the employee has other assignments, the employee shall move to the next assignment during the lockdown.

➤ This Section was modified to clarify the process to inform Crossing Guards of a school lockdown.

### **SECTION 8.06 BACK-TO-SCHOOL MEETING AND ANNUAL IN-SERVICE TRAINING**

All employees covered by this Agreement who attend the required back-to-school meeting **and/or the annual in-service training meeting** shall receive three (3) hours pay at their regular rate of pay as compensation. **At the conclusion of the in-service training meeting, the Union shall be given up to 45 minutes to discuss issues and meet with members without management representatives in the room.**

➤ This Section adds certain terms for the annual In-Service training

### **SECTION 8.11 SCHOOL CLOSURES**

In the event that a school is closed due to an emergency or unforeseen event, members of the bargaining unit that are unable to perform their job duties because there are no other assignments available at that time, will be placed on administrative leave **with pay** until they can be assigned alternative work.

➤ This Section specifies that employees will be paid for administrative leave under these circumstances.

## **ARTICLE 9 - HOLIDAY ADMINISTRATION**

### **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, Juneteenth Day (if the academic year is still in session), Labor Day, **Native American Day**, Rosh Hashanah\*, Martin Luther King Jr.'s Birthday, General Election Day, in which Congressional Representatives are elected, Veteran's Day, Teachers' Convention Day and the first full Professional Development Day in both the Fall and the Spring semester. \*The County will recognize Yom Kippur as an alternative holiday if the schools are open on Rosh Hashanah but closed on Yom Kippur.

➤ These changes are clean-up and corrections only.

## **ARTICLE 18 - PERSONAL LEAVE**

Sixteen (16) hours of personal leave per leave year shall be granted to each employee eligible for annual leave. ~~Beginning the 2013 leave year, four (4) additional hours shall be granted to each employee with twenty (20) or more years of service.~~ **Eligible employees with twenty (20) or more years of service will receive an additional four (4) hours.** 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 26 – WAGES**

### **SECTION 26.01 WAGE ADJUSTMENTS**

#### A. Cost of Living Adjustments (COLA)

**Employees covered by this agreement with at least 5 years of service as of July 1, 2024, will receive a Cost-of-Living Adjustment of five percent (5%) in Fiscal Year 2025, to be effective July 1, 2024. Employees covered by this agreement with less than 5 years of service as of July 1, 2024, will not receive a Cost of Living Adjustment in Fiscal Year 2025.**

**Employees covered by this agreement will receive a Cost-of-Living Adjustment of two and three-quarter percent (2.75%) in Fiscal Year 2026, to be effective July 1, 2025.**

#### B. Merit Increases

**There will be no merit increases in FY 2025 and FY 2026.**

#### C. Wage Adjustment

**During FY 2024, all employees within this bargaining unit making less than \$20 per hour received or will receive an increase to their hourly rate of pay to \$20 per hour.**

**D. Seniority Adjustment**

**Employees covered by this agreement with at least 5 years of service as of July 1, 2024, will receive a seniority adjustment, increasing their hourly pay rate by \$1.00 in fiscal year 2025, to be effective July 1, 2024. Employees covered by this agreement with less than 5 years of service as of July 1, 2024, will not receive this adjustment.**

- This Article contains provisions for COLAs, wage adjustments and a \$1.00 hourly pay increase for employees with at least 5 years of service as of 7/1/2024.

**ARTICLE 28 -- UNIFORMS**

**SECTION 28.02 UNIFORM ALLOWANCE**

A. The Employer shall furnish bargaining unit employees with a clothing allowance of ~~six hundred dollars (\$600.00) in Fiscal Year 2019~~ **seven hundred dollars (\$700.00) in Fiscal Year 2025**. Uniform allowance will be disbursed annually in October.

- This Section was modified to increase the annual uniform allowance from \$600 to \$700 dollars.

**ARTICLE 30 – GENERAL PROVISIONS**

**SECTION 30.02 CONTRACT PRINTING**

The Employer agrees to continue to print all contracts for Fiscal Year ~~2012~~ **2025** through Fiscal Year ~~2013~~ **2026** at the Employer's expense. The President will receive ~~175~~ **100** copies and distribute contracts to employees covered by this Agreement. Additional copies of the Agreement shall be provided by Management to the Union for distribution at the New Employee Orientation programs.

- This Section was updated to provide for the amount of printed contracts to be distributed to the Union.

**ARTICLE 32 - DURATION**

This Agreement shall become effective on July 1, ~~2022~~ **2024**, unless otherwise stated in specific sections, and shall remain in full force until June 30, ~~2024~~ **2026**. This Agreement shall be automatically renewed from year to year after June 30, ~~2024~~ **2026**, unless either party shall notify the other in writing no later than October 1, ~~2023~~ **2025**, (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.

- This Article was modified to reflect applicable dates for this Agreement.