

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

**1998 Legislative Session**

Resolution No. CR-15-1998

Proposed by Chairman (by request - County Executive)

Introduced by Council Members Del Giudice, Bailey and Wilson

Co-Sponsors

Date of Introduction February 17, 1998

**RESOLUTION**

A RESOLUTION concerning

Compensation and Benefits - Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, Local 241 - Salary Schedule X

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that Salary Schedule X submitted and recommended by the County Executive on February 10, 1998, which is attached hereto and made a part hereof, setting forth the following modifications: a one-time, non-base, lump-sum bonus payment of Four Hundred Dollars (\$400) in Fiscal Year 1998; a cost of living increase of two percent (2%) in fiscal year 1999; merit increases for both fiscal years 1998 and 1999, and increases of maximum hourly rate of thirty cents (\$.30) per hour in Fiscal Year 1998 and twenty-five cents (\$.25) per hour in Fiscal Years 1999, be and the same is hereby approved.

Adopted this 7th day of April, 1998.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

Ronald V. Russell  
Chairman

ATTEST:

Joyce T. Sweeney  
Clerk of the Council

SALARY SCHEDULE X

SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 1997 - JUNE 30, 1999

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1. Fiscal Year 1998 Bonus

Employees covered by this Salary Schedule will receive a one-time, non-base, lump-sum bonus payment of Four Hundred Dollars (\$400) on December 19, 1997. Said payment shall not be made part of the base salary schedule and shall be considered in the nature of premium pay for purposes of retirement and other benefit computations.

2. Cost of Living Increases

Employees covered by this Salary Schedule will receive a two percent (2%) increase to their base wages effective July 5, 1998.

3. Merit Increases

Employees covered by this Salary Schedule who are otherwise eligible will receive a merit increase in both Fiscal Years 1998 and 1999.

4. Increases in Maximum Pay Rate in Fiscal Years 1998 and 1999

Effective July 1, 1997, the maximum hourly rate for grade X-13 will be increased by thirty cents (\$.30) per hour.

Effective July 1, 1998, the maximum hourly rate for grade X-13 will be increased by twenty-five cents (\$.25) per hour.

5. Scheduled Pay Rates

SALARY SCHEDULE X - EFFECTIVE JULY 1, 1997  
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS  
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
X13	HOURLY	7.4854	11.3075
	BIWKLY	598.83	904.60
	ANNUAL	15,570	23,520

The minimum rates are the July 1, 1996 rates as adopted by CR-4-1997. The maximum rates are the July 1, 1996 rates as adopted by CR-4-1997 increased by thirty cents (\$.30) per hour. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE X - EFFECTIVE JULY 1, 1998  
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS  
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
X13	HOURLY	7.4854	11.5575
	BIWKLY	598.83	924.60
	ANNUAL	15,570	24,040

The minimum rates are the July 1, 1996 rates as adopted by CR-4-1997. The maximum rates are the July 1, 1997 rates increased by twenty-five cents (\$.25) per hour. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE X - EFFECTIVE JULY 5, 1998  
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS  
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
X13	HOURLY	7.6351	11.7887
	BIWKLY	610.81	943.10
	ANNUAL	15,881	24,520

The hourly rates are the July 1, 1998 rates multiplied by 102%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Administration of the Min-Max System:

Merit increases for employees covered by this Salary Schedule who earn less than the maximum of their grade shall be granted at a rate of three and one-half percent (3 1/2%). Employees will continue to receive three and one-half percent (3 1/2%) merit increases until one of the following occurs:

1. They reach the maximum;
2. The three and one-half percent (3 1/2%) increase would establish the hourly rate one percent (1%) or less below the maximum in which case the hourly rate will be automatically adjusted upwards to the maximum; or,

3. If a three and one-half percent (3 1/2%) merit adjustment would cause an employee's salary to exceed the maximum rate, the employee's salary will instead be adjusted to equal the maximum rate.

6. Work Schedules

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

Regular Assignments

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

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

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

1. Each such employee receives a permanent assignment.
2. Except for regular crossing guards hired on or after May 1, 1995 with less than two years of seniority as of the date that Stage One bidding is to begin, employees will be reassigned to their permanent assignments (up to five (5) hours a day for employees with twenty (20) or more years of service and up to four (4) hours a day for employees with less than twenty (20) years of service) on a year-to-year basis so long as the reassignment is consistent with school schedules and other

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

3. If the paid hours of an employee's permanent assignment exceed five (5) (twenty (20) or more years) or four (4) (under twenty (20) years) per day, any of the excess hours may be reassigned to another employee covered by this Salary Schedule whose permanent assignment consists of four (4) or less paid hours, so long as the reassignment is consistent with school schedules and other operational needs.

7. Back to School Meeting

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

8. Specialty Assignment

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

9. Benefit Eligibility

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

10. Leave Provisions

A. Sick Leave

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

When requested by the employee, a copy of his/her audited sick leave balance will be provided to the employee

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

B. Sick Leave Bank

The Union shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual



leave by employees covered by this Salary Schedule. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Salary Schedule with a zero leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave under Section X.G. of this Salary Schedule.

The administration of this sick leave bank shall be the responsibility of the Union. The County agrees to maintain the records of the sick leave bank and shall only be required to transfer sick leave from the bank to the account of an eligible employee upon receiving proper written authorization from the Union that the sick leave is to be transferred and after verification that the receiving employee has met all the necessary conditions of eligibility.

### C. Annual Leave

Bargaining unit employees with up to four (4) years of service shall earn one (1) hour of annual leave for each twenty (20) hours reported. Employees with four (4) through fifteen (15) years of service will earn annual leave at the rate of one and one half (1 1/2) hours for every twenty (20) hours reported. Employees with fifteen (15) or more years of service will earn annual leave at the rate of two (2) hours for every twenty (20) hours reported. Upon request of the employee, a copy of his/her audited annual leave balance will be provided to the employee.

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

The rate of pay while an employee is on annual leave shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's leave.

An employee who terminates employment after at least ninety (90) days of service shall receive, at the time of final separation, a lump sum payment for all annual leave accrued.

Each employee may elect to be paid at the end of the work year, and at the appropriate annual rate, in a separate check, for up to three hundred sixty (360) hours of her/his annual leave accrued through the pay period in which April 30 falls. The Employer will make reasonable efforts to distribute annual leave payment checks at the same time that the last paychecks for the school year are distributed. In lieu of payment for their annual leave at the end of the school year, employees may elect to carry over all or a portion of their accrued annual leave balances to the following school year. Employees who wish to carry over annual

leave must notify the Police Department in writing of the amount of annual leave they wish to carry over before April 30 of each year.

D. Sick and Annual Leave Disposition Upon Separation.

The annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, with proper notice of separation as

determined by the employee's appointing authority, be liquidated in the following manner:

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);
2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;
3. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, the employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following limitation:
  - a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in Fiscal Year 1996, or 360 hours, whichever is greater.
4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of Fiscal Year 1996, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of June 30, 1996, Sick leave earned beginning the first pay period of Fiscal Year 1997 is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

5. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.
6. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 shall forfeit any sick leave hours accumulated at the time of the employee's separation.
7. Upon retirement, an employee shall be entitled to receive credit on an actuarial equivalent basis for unused sick leave for which an authorized cash payment has not been elected as creditable service in

accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, and the terms of any applicable County sponsor

E. Personal Leave

Two (2) paid personal leave days per year shall be granted to each employee eligible for annual leave. Personal leave days shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

F. Union Business Leave

The Employer will grant approved administrative leave without loss of pay to employees officially designated as delegates to regularly scheduled Union conventions and conferences, provided that administrative leave for up to two (2) delegates may not exceed four (4) days for any delegate to a Council 67 convention nor five (5) days for any delegate to AFSCME's international conventions. These conventions are held on alternate years. If the scheduled convention or conference exceeds four (4) or five (5) days, as the case may be, use of annual leave may be granted to fulfill attendance requirements. Approval of annual leave will not be unreasonably withheld.

A total of six (6) additional days per year will be available for use by duly elected local officials who are designated by the Local Union President to attend official union sponsored training classes.

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

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County may apply for approved leave without pay. Such applications must be made not less than ten (10) working days prior to the beginning of such leave and such leave shall be at least one (1) calendar year in duration but no longer than (2) years duration. Granting approved leave without pay rests in the discretion of the Employer but such approval shall not be unreasonably withheld. Such leave may be renewed or extended for a similar period of time by mutual agreement.

G. Bereavement Leave

In the event of the death of an employee's parent, parent-in-law, son or daughter-in-law, spouse, child or grandchild, brother, sister or grandparents, the employee may take up to four (4) working days leave for bereavement. Upon the death of an

employee's spouse or child, the first three (3) days will be administrative leave days, and the remaining day will be charged to the employee's accumulated sick leave. Upon the death of other relatives listed, the first leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave.

#### H. Jury Duty

An employee who is required to perform jury service in any court (Federal or State) shall be paid his/her regular salary. If after reporting for jury duty, it is determined that the employee's services are not required and the employee is dismissed from jury duty for the day, the employee must return to his/her regular work for the remainder of the day.

#### I. Leave of Absence

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

Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate officer in charge, Crossing Guard Unit.. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the leave of absence is approved, authorization for a leave of absence shall be furnished to the employee by the Employer in writing. In addition to accruing seniority while on any leave of absence granted under the provisions of the Agreement, where possible, employees shall be returned to the job they held at the time the leave was requested.

#### J. Family and Medical Leave

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

#### K. Blood Donation Leave

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The Employer may request verification of such donation.

#### L. Civic Duty Leave

An employee subpoenaed to appear before a court, public body or commission on matters relating to the business of the Employer shall be granted leave of absence with pay for the period required to respond to the subpoena.

M. Administration of Leave

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

11. Holidays

The following days shall be recognized and observed as paid holidays: Thanksgiving, Christmas, New Year's Day, Washington's Birthday, Good Friday, Easter Monday, Police Memorial Day, Memorial Day, Labor Day and County Employees' Appreciation Day. In addition, employees covered by this Salary Schedule shall be entitled to Martin Luther King's Birthday as a paid holiday when the Prince George's County Public Schools are closed in observance of Martin Luther King's Birthday.

12. Premium Pay for Holiday Work

Employees covered by this Salary Schedule are eligible for holiday pay provided they are on pay status during the scheduled work days occurring immediately before and immediately after the holiday. An employee is on pay status on any given day if the employee has worked the full day or has taken approved annual or sick leave on that day.

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

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

13. Inclement Weather Pay

Employees who are unable to work because all schools are closed for the entire day due to extreme inclement weather conditions will receive pay for their permanently assigned hours up to five (5) such days during the school year.

In the event that the number of inclement weather days used in any school year exceeds five (5), the employee shall be given the option to use annual leave time in order to receive a regular pay check. Should any member of the bargaining unit have unused inclement weather days at the end of the school year, unused days shall be converted to sick leave on a two for one basis that is, two (2) hours of unused inclement weather time converts to one (1) hour of sick leave.

14. Incentive Awards

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

15. Group Health Insurance

- A. The Employer shall contribute seventy-five percent (75%) to the cost of the County's health insurance program (CountyCare Choice) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).
- B. The County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%).
- C. The Employer shall contribute ninety percent (90%) to the monthly contribution cost of the prescription and/or optical plan(s) for any employee covered by this Salary Schedule who elects to participate in the program. The participating employee will contribute the remaining ten percent (10%).
- D. 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 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.

16. Life Insurance

The County shall pay one hundred percent (100%) of the monthly premium for the County Life Insurance coverage as authorized and in accordance with Section 16-212 of the Personnel Law.

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.

17. Supplemental Retirement Benefit

- A. Effective July 1, 1990, employees covered by this Salary Schedule may elect to participate in a supplemental retirement benefit plan. The cost of funding this plan for all participating employees, as determined by the Plan's Actuary, will be shared



on an equal basis by the employees and the County through regular contributions each pay period.

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

18. IRS Pickup Plan

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

- (1) are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;
- (2) shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;
- (3) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;
- (4) shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

19. Social Security

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

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

20. Worker's Compensation

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

21. Uniforms

The Employer shall continue to supply and replace when needed complete uniforms for all bargaining unit employees, except hose, shoes, slacks, and after first issue, gloves.

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

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

22. PEOPLE Deduction

The Employer agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's P.E.O.P.L.E. fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this paragraph.

23. Pay Plan Policy Statement

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