

SETTLEMENT SUMMARY

COUNCIL 67, 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 2021 & 2022

The following is a complete summary of modifications to the wages and benefits agreed to by Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 241, (“Union”) and Prince George’s County, Maryland (“County”), which are included in the parties new collective bargaining agreement (“CBA”). This CBA is effective for Fiscal Years 2021 and 2022. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

ARTICLE 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.

- References to service fees in this Section were removed pursuant to the Supreme Court ruling in *Janus v. AFSCME Council 31* rendered on June 27, 2018.

Section 2.03 Union Communications

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

- This modification updates language to reflect the current practice.

ARTICLE 5 - UNION STEWARDS AND UNION REPRESENTATIVES

Section 5.06 Union Activities on Employer's Time and Premises

~~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.~~

- Paragraph B was deleted to remove outdated language as this is no longer the current practice.

ARTICLE 8 - WORK ASSIGNMENTS

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. A supervisor or designee would follow up verbally to ensure the communication was delivered/received. Any employee not responding by close of business May 31 each year will have her/his crossings placed on the bid list and will lose their place in seniority that bid year; also, she/he will be placed last in order of seniority to bid. In the case of more than one employee not returning their form, the original Seniority List will be used to place those employees in order. The employer will deliver Relinquish Forms sent by mail to the employees at least fifteen (15) days prior to the first day of public school. This form will be included in each employee's Summer Packet. 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.

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 or sent by ~~certified~~-mail to all employees not later than the end of September. A supervisor or designee would follow up verbally to ensure the communication was delivered/received. New hires may not bid until their probationary period is up, six (6) months after their hire date, unless their probationary period is extended. If the probationary period is extended, new hires may not bid until they have successfully completed any and all terms of the probationary status. No changes in the bid list will be allowed on the day the bidding takes place. A joint committee consisting of an equal number of management and union members shall oversee the bidding process. If management and/or the employee objects to a crossing selected within the bidding process due to time restraints, both parties will seek alternate resources (i.e. Google maps, GPS) to determine adequate arrival time. Notwithstanding, management will have final decision regarding the employee's assignment. 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.

- Modifications to paragraphs A and C removes outdated language and adds language to ensure that the bid list is delivered and received. It also adds language that prohibits probationary employees from bidding until their probationary period is up.

Section 8.07 CPR

Since it is mandatory by the Police Department that all guards must be certified in CPR ~~each year~~ every two (2) years, 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.

- CPR certification was modified to reflect the same practice as the Police Department.

ARTICLE 11 – ANNUAL LEAVE AND VACATIONS

Section 11.01 Earned Annual Leave

1. Notwithstanding the provisions of this Article 11. Paragraph B, a maximum of 440 hours of accumulated annual leave may be carried over from leave year 2021 into leave year 2022, however, the annual leave payout amount is not being increased. Unless amended by future legislation, the maximum amount of annual leave that may be carried over from leave year 2022 into leave year 2023 shall revert back to 360 hours. This modified benefit shall sunset automatically upon its implementation.

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

ARTICLE 26 - WAGES

Section 26.01 Wage Adjustments

A. Cost of Living Adjustments (COLA)

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

B. Merit Increases and Special Wage Plan Adjustment

1. There will be no merit increases in FY 2021.
2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase in FY 2022, will receive a merit increase on their anniversary date.
3. Employees covered by this Agreement who were otherwise eligible to receive a merit increase in FY 2021 will receive a merit increase effective the last full pay period in FY 2022. There will be no retroactive payment for the FY 2021 merit.
4. The County will increase the maximum pay by 3.5% effective the first full pay period in January 2022.

D. Retroactive COVID-19 Hazard Pay

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

E. Wage Reopener

The County agrees to a wage reopener with AFSCME Local 241 if, at any point during the term of this Agreement the federal government or state of Maryland enact legislation which allows the County to specifically use federal or state funding for bargaining unit pay (including wages, salaries, or specialty pay).

- The above paragraphs provide the terms for COLAs, merits, a wage scale increase, retroactive COVID-19 Hazard Pay and language that enables the Union to reopen negotiations on wages if the stated terms occur.

ARTICLE 32 - DURATION

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

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

ATTACHMENT B - CROSSING GUARD SENIORITY LIST

- This attachment for the Crossing Guard Seniority List was updated as of August 2021.