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COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session

1992

Resolution No. CR-51-

1992

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Casula and Bell

Co-Sponsors

Date of Introduction May 19,

1992

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - 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 May 6, 1992, which is attached hereto and made a part hereof, setting forth the following modifications: a two percent (2%) increase in the base hourly rates effective June 28, 1992; a one and one-half percent (1 1/2%) increase in the base hourly rates effective March 21, 1993; a one and one-half percent (1 1/2%) increase in the base hourly rates effective June 13, 1993; a one and one-half percent (1 1/2%) increase in the base hourly rates effective June 27, 1993; a suspension of merit increases for fiscal year 1992 effective July 1, 1991; reinstatement of merit increases prospectively effective July 1, 1992; changes in employer/employee contribution rates for Health Maintenance Organization (HMO) coverage effective July 1, 1992 and July 1, 1993; and further establishing the work week and number of productive hours therein, regular specialty assignments, benefit eligibility, leave provisions, holidays, premium pay for holiday work, incentive awards, group health insurance, life insurance, social security, workers' compensation,

uniforms, and payment for unused sick leave, for such employees, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the provisions of this Resolution shall supersede the provisions of CB-13-1992.

Adopted this 7th day of July, 1992.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Richard J. Castaldi
Chairman

ATTEST:

Joyce T. Sweeney
Acting Clerk of the Council

SALARY SCHEDULE X
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 1991 - JUNE 30, 1993
(AS AMENDED FOR FY 92)

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I. Scheduled Pay Rates

SALARY SCHEDULE X - EFFECTIVE JUNE 28, 1992
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		MINIMUM	MAXIMUM
X13	HOURLY	6.8804	10.1179
	BIWKLY	550.43	809.43
	ANNUAL	14,311	21,045

The hourly rates are the July 1, 1991 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.

SALARY SCHEDULE X - EFFECTIVE MARCH 21, 1993
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		MINIMUM	MAXIMUM
X13	HOURLY	6.9836	10.2697
	BIWKLY	558.69	821.58
	ANNUAL	14,526	21,361

The hourly rates are the June 28, 1992 rates multiplied by 101.5%. 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 JUNE 13, 1993
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		MINIMUM	MAXIMUM
X13	HOURLY	7.0884	10.4237
	BIWKLY	567.07	833.90
	ANNUAL	14,744	21,681

The hourly rates are the March 21, 1993 rates multiplied by 101.5%. 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 JUNE 27, 1993
SCHEDULE OF PAY GRADES - SCHOOL CROSSING GUARDS
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		MINIMUM	MAXIMUM
X13	HOURLY	7.1947	10.5801
	BIWKLY	575.58	846.41
	ANNUAL	14,965	22,007

The hourly rates are the June 13, 1993 rates multiplied by 101.5%. 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.

A. Administration of the Min-Max System:

Merit increases for employees covered by this salary schedule who earn less than the maximum 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.

B. Merit Increases for Fiscal Years 1992 and 1993

Employees covered by this Salary Schedule who are eligible to receive an anniversary increase during Fiscal Year 1992 (July 1, 1991 through June 30, 1992) will not receive the appropriate anniversary salary rate increase until the employees' respective anniversary dates during Fiscal year 1993 (July 1, 1992 through June 30, 1993).

II. 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.

III. Regular Assignments

The Employer will make reasonable efforts to schedule work assignments so that the employees covered by this Salary Plan are paid a minimum of four (4) hours a day, recognizing, however, that the following principles will be adhered to:

1. Each such employee receives a permanent assignment.
2. Employees will be reassigned those locations 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 permanent assignment exceed four (4) per day, any of the excess hours may be reassigned to another employee covered by this Salary Plan whose permanent assignment consists of four (4) or less paid hours, so long as the reassignment is consistent with school schedules and other operation needs.

IV. Specialty Assignment

All special assignments (e.g., churches, etc.) will go up for bid and selection will be made by departmental seniority. Employees covering Sunday church traffic crossings will receive either five (5) hours pay or six and one-half (6-1/2) hours pay depending on assignment.

V. 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 bargaining agreement.

VI. Leave Provisions

A. Sick Leave

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

The employee's sick leave balance will be reported on the pay stub.

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 Article 13 of the Agreement.

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. The employee's annual leave balance will be reported on the pay stub. 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 shall be paid at the end of the work year, and at the appropriate annual rate, in a separate check, for 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 their accrued annual leave balances to the following school year. Employees who wish to carry over their balances must so notify the Police Department of their election in writing before April 30 of each year.

D. Personal Leave

As provided by the Personnel Law, one paid personal

leave day per year shall be granted to each employee eligible for annual leave. The personal leave day 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.

E. 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 four (4) 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.

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 by 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.

F. 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. The first leave day will be an administrative leave day, the other day or days will be charged to the employee's accumulated sick leave.

G. 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.

H. 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 supervisor. 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.

I. Maternity Leave

Employees may take any combination of accrued leave, including leave without pay, up to ninety (90) days, for maternity leave, and such period may be extended at the discretion of the Employer upon the written request of the employee, up to a maximum of one hundred eighty (180) days, (including the first ninety (90) days). Where leave without pay is granted to an employee under this provision, the employee will be advised at the time the leave is granted as to whether or not the employee will be able to return to the job she held at the time the leave without pay was requested.

J. Paternal Leave

In addition to the use of sick leave for the use of paternity as provided under the Personnel Law, the father of a child may also take annual leave or leave without pay as necessary to assist in the birth of the employee's child. The total of such additional leave shall not exceed ten (10) days but may be extended upon request by the appropriate department head.

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.

VII. Holidays

The following days shall be recognized and observed as paid holidays: Thanksgiving, Christmas, Washington's Birthday, 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.

Effective January 1, 1990, New Year's Day shall be recognized and observed as a paid holiday.

VIII. Premium Pay for Holiday Work/Inclement Weather Pay

Employees covered by this Salary Plan 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 one and one-half (1-1/2) times the employee's normal hourly 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.

IX. 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.

X. Group Health Insurance

A. The Employer shall contribute seventy-five percent (75%) to the cost of the County's Managed Care health insurance program (other than pre-paid group health plans). Participating employees shall contribute the remaining twenty-five percent (25%).

B. For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), the employer's contribution shall be equal to the Employer's dollar contribution to the health insurance program in A above.

C. Effective with contributions in June, 1992, for coverage beginning in July 1, 1992, the County shall contribute eighty-five percent (85%) 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 fifteen percent (15%).

D. Effective with contributions in June, 1993, for coverage beginning in July 1, 1993, the County shall contribute seventy-five percent (75%) 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-five percent (25%).

E. The Employer shall contribute ninety (90%) to the monthly contribution cost of the prescription and/or optical plan(s) for any employee covered by this Salary Plan who elects to participate in the program. The participating employee will contribute the remaining ten percent (10%).

F. 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.

XI. 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.

XII. Supplemental Retirement Benefit

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.

XIII. Social Security

Effective January 1, 1992, 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 \$53,400 and 1.45% of the remainder up to \$125,000 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.

XIV. 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, Article 101, Annotated Code of Maryland.

XV. 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 two hundred eighty five dollars (\$285.00) in FY90 and three hundred and thirty-five dollars (\$335.00) in FY91. This sum 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.

XVI. Unused Sick Leave Payment

Employees covered by this Salary Plan, upon separation from County service via non-disciplinary separation, provided proper notice of resignation is given, shall be entitled to a lump sum cash payment for their accrued unused sick leave hours as of separation, multiplying the final base hourly rate of pay and dividing by two.

For employees who elect this payment, a zero sick leave balance shall be recorded upon separation. Such payment election shall be in lieu of crediting sick leave toward the pension plan, or of retaining a sick leave balance in the event of return to County service.

XVII. 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.