



CB-68-2015
CR-50-2015

PRINCE GEORGE'S COUNTY GOVERNMENT
OFFICE OF THE COUNTY EXECUTIVE

Rushern L. Baker, III
County Executive

September 4, 2015

The Honorable Mel R. Franklin
Chairman
Prince George's County Council
County Administration Building
Upper Marlboro, Maryland 20772

Dear Chairman Franklin:

Prince George's County, Maryland ("the County") and Council 67, American Federation of State, County and Municipal Employees ("AFSCME"), AFL-CIO, and its affiliated Locals 1170, 2462, 2735 and 3389, have completed labor negotiations for a new labor agreement ("Agreement") covering Fiscal Year 2016. The Agreement covers numerous employees in the Health Department, Department of Housing and Community Development, Department of Family Services, Department of Permitting, Inspections and Enforcement, Department of Public Works and Transportation, Department of the Environment and the Office of Central Services.

Transmitted herewith for the County Council's consideration are the Agreement and the Council Bill necessary to enact the Agreement into law. I am also transmitting to you an advance copy of the Resolution and Salary Schedule that implement the Agreement. We will formally transmit the Resolution and Salary Schedule to the Council at a later time so that the Council's schedule for the consideration of these items can be synchronized with the Council's enactment of the enclosed Council Bill.

Although the Agreement carries forward many of the terms and conditions of the County's previous labor agreement with these AFSCME Local bargaining groups, the new Agreement contains a number of modifications. These modifications are listed for Council in the enclosed Settlement Summary.

The County Council's favorable consideration of this legislation is greatly appreciated. If you have any questions or concerns, please contact my office or Stephanye R. Maxwell, Esq., CPM, Director of Office of Human Resources Management at 301-883-6344.

Sincerely,

Rushern L. Baker, III
County Executive

Enclosures

SETTLEMENT SUMMARY
AFSCME COUNCIL 67
AND ITS AFFILIATED LOCALS 1170, 2462, 2735 AND 3389
AND
PRINCE GEORGE'S COUNTY, MARYLAND
FISCAL YEAR 2016

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 AFLCIO, and its affiliated Locals 1170, 2462, 2735 and 3389 (“Union”) and Prince George’s County, Maryland (“County”), which are included in the parties' new collective bargaining agreement (“CBA”). The CBA is effective Fiscal Year 2016 and covers civilian employees within the Department of the Environment, Department of Public Works and Transportation, Office of Central Services, Department of Housing and Community Development, Department of Family Services, Department of Permitting, Inspections and Environment and the Health Department. The Article within the new CBA where each modification appears is identified.

COOPERATION

This provision was amended to state that Management agrees that it will meet on a timely basis at the request of Labor. **(ARTICLE 5 – C)**

UNION SECURITY

This provision was amended to state the County agrees to reinstate an employee’s dues deduction from available net income within 30 days of the employee’s return to work from extended leave. **(ARTICLE 7 – B)**

UNION BUSINESS LEAVE

A provision was added allowing up to four hours per pay period of union business leave to be utilized by the local union presidents to attend to presidential duties and responsibilities. Local presidents must still obtain supervisory approval subject to the operational needs of the County. Leave requests under this new provision will not be unreasonably withheld. **(ARTICLE 9 – B)**

WAGES

Employees covered by this Agreement will not receive cost of living (COLA) increases during the term of this Agreement unless the requirements set forth below are met:

- All employees covered by this Agreement will receive a three and one-half percent (3.5%) increase base wages only if the FY 2016 Total County Source General Fund Revenues (excluding fund balance, transfers in from other funds, and any dedicated revenue source by law for the Board of Education) are forecasted to be 103.5% above the published FY 2016 Spending Affordability Committee’s General Fund Forecast, which

after the previously mentioned exclusions equate to \$1,465 million. Specifically payment will be made if the adjusted revenues exceed \$1,516.3 million in FY16.

- The County will review revenue information in both December 2015 and March 2016, to determine if revenues are at the necessary levels to pay cost of living increases. If sufficient revenue is available by December 2015, the above referenced three and one-half percent (3.5%) increase will be paid in January 2016. If sufficient revenues are available in March 2016, the above referenced three and one-half percent (3.5%) increase will be paid in April 2016.

The parties agree that should County employees, except elected officials, receive a COLA increase under circumstances different than as specified above in this Article, the County shall notify the Union upon ratification by another labor organization or adoption of legislation by the County Council, whichever occurs first. If the Union requests a reopener, negotiations for the reopener shall begin within ten (10) working days, unless both sides agree to extend opening of negotiations. However, the parties agree that for Fiscal Year 2016, the terms set forth in this section regarding a reopener shall not be triggered by a COLA increase provided as a result of binding impasse procedures and/or subsequent court procedures. No other section of the collective bargaining agreement shall be reopened unless both the County and Union agree. Each party shall bargain in good faith in an attempt to reach an agreement.

All employees covered by this Agreement shall forego merit increases for Fiscal Year 2016.
(ARTICLE 12 A & C)

SPECIAL OPERATIONS, CALL-IN, STANDBY, DIFFERENTIAL PAY AND SHIFT DIFFERENTIAL

Call-in/Stand By:

Except for special operations, Building Engineers (with the Office of Central Services) required to monitor the ABS System (heating, ventilation and air conditioning), will receive two (2) hours of overtime per pay period for monitoring and/or troubleshooting services. This provision is limited to a maximum of eight (8) Building Engineers per pay period. If the engineer is required to report to the worksite, he/she will be compensated in accordance with the applicable provisions of this Agreement. **(ARTICLE 16 - B)**

WORK CLOTHING

Effective July 1, 2015, the following working clothing and tools provisions shall apply:

- The safety shoe allowance was increased by seventy-five dollars (\$75.00), for a total of two hundred dollars (\$200.00).
- The tool allowance was increased by one hundred dollars (\$100.00), for a total of seven hundred fifty dollars (\$750.00).

(ARTICLE 17 B & C)

PROMOTIONS

The requirement to notify Union officers of a vacancy five days prior to advertising the position was deleted. (ARTICLE 21 - B)

ANNUAL LEAVE

Employees should submit annual leave requests for less than five (5) days to their supervisors as soon as they are aware of the time of expected use. Annual leave for five (5) or more days should be requested at least fourteen (14) calendar days in advance of the anticipated leave period. Supervisors are required to make a timely response to an annual leave request. If a supervisor does not respond to an employee's request for leave within three (3) business days after the leave request is submitted, the employee may request the leave from the next highest supervisor. When an employee's annual leave request is denied, the supervisor and employee will establish a mutually agreeable alternative leave period. When emergency situations arise requiring annual leave, every effort will be made to grant the request provided the employee notifies his/her supervisor not more than one (1) hour after the employee's normal work reporting time each day. An employee may be required, upon return to work, to furnish proof of the emergency as requested by a supervisor. (ARTICLE 27 - G)

SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

In accordance with recent State law changes, the following provision was deleted:

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 29 - H)

HEALTH AND WELFARE

The contribution cost split that currently exists between the County and employees for medical, vision, and prescription coverage will continue for calendar years 2015 and 2016. The maximum amount an employee may contribute to a medical flexible spending account was changed to two thousand five-hundred fifty dollars in accordance with federal law.

Employees covered by this Agreement who are required to possess a commercial driver's license (CDL) to maintain their County employment will be permitted to utilize the services of the County's contractor for employee physical examinations, currently Concentra. Effective July 1, 2015, the cost for the examination will be eighty-four dollars and fifty cents (\$84.50) per required CDL examination. Employees shall continue to be responsible for paying thirty five dollars (\$35.00) for the CDL examination. Employees are responsible for making appointments for their examinations and shall make their payments directly to the contractor for services rendered. The County will notify the Union and affected employees of any changes, including a different County contractor or the price of the examination. (ARTICLE 40 HEALTH AND WELFARE)

DURATION AND REOPENER

This Agreement shall become effective on July 1, 2015, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2016. This Agreement shall be

automatically renewed from year to year after June 30, 2016, unless either party shall notify the other in writing no later than October 1, 2015, (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. **(ARTICLE 50)**