



Rushern L. Baker, III
County Executive

PRINCE GEORGE'S COUNTY GOVERNMENT

OFFICE OF THE COUNTY EXECUTIVE

May 13, 2016

The Honorable Derrick Leon Davis
Chairman
Prince George's County Council
County Administration Building
Upper Marlboro, Maryland 20772

Dear Chairman Davis:

Prince George's County, Maryland (the County) and the Civilian Unit of the Deputy Sheriff's Association of Prince George's County, Inc. (DSA), have completed labor negotiations for a new labor agreement (the Agreement) covering Fiscal Year 2016. The Agreement covers civilian Union employees in the Sheriff's Department. Transmitted herewith for the County Council's consideration are the Agreement and the Council Bill necessary to enact the Agreement into law. Also attached is a copy of the Resolution that implements the Agreement.

Although the Agreement carries forward many of the terms and conditions of the County's previous labor agreement with DSA, the new Agreement contains a number of modifications. These modifications are listed for the Council's convenience 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 the Office of Human Resources Management, at 301-883-6344.

Sincerely,

A handwritten signature in black ink, appearing to read "Rushern L. Baker, III".

Rushern L. Baker, III
County Executive

Enclosures

SETTLEMENT SUMMARY

PRINCE GEORGE'S COUNTY DEPUTY SHERIFF'S ASSOCIATION (CIVILIAN) 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 the Prince George's County Deputy Sheriff's Association (Civilian Units) ("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 Sheriff's Department. The Article within the new CBA where each modification appears is identified.

WAGES

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

1. 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.
2. 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.

B. Merit Increases

Employees covered by this Agreement will not receive merit increases.
(ARTICLE 5, SECTION 5.02)

SPECIAL SALARY RATES

Employees who work the first shift will receive a 40 cents increase in their shift differential, from \$2.10 to \$2.50 per hour. Employees who work the third shift will receive a 30 cents increase in their shift differential, from \$1.85 to \$2.15 per hour. These increases will be effective the first full pay period beginning on or after April 1, 2016.

(ARTICLE 6, SECTION 6.04)

Employees who are assigned to provide on-the-job training that lasts for at least five (5) days will receive a 35 cents increase in their hourly trainer differential pay, from \$1.25 to \$1.60 per hour. This increase will be effective the first full pay period beginning on or after April 1, 2016.

(ARTICLE 6, SECTION 6.07)

FRINGE BENEFITS

ADDITIONAL LEAVE PROVISIONS

It amends Section A to include the language "*during the period of closure*" to clarify that an employee will receive one (1) hour of compensatory leave for each shift worked during the period of closure.

(ARTICLE 7, SECTION 7.06)

BEREAVEMENT LEAVE

It modifies the language to include the death of a sibling as a qualifying event where an employee can receive the first three days of bereavement leave as administrative leave. This change is an increase of two (2) days of administrative leave for bereavement leave.

(ARTICLE 7, SECTION 7.09)

ACCIDENTAL LIFE INSURANCE BENEFIT

It increases the amount of the death insurance benefit from fifteen thousand dollars (\$15,000.00) to thirty thousand dollars (\$30,000.00).

(ARTICLE 7, SECTION 7.12)

HEALTH INSURANCE PREMIUMS

This change extends the current premium split to FY'16. Also, the maximum amount an employee may contribute to a medical flexible spending account is changed to two thousand five-hundred fifty dollars (\$2,550.00) in accordance with federal law.

(ARTICLE 7, SECTION 7.13)

GRIEVANCE

It extends the number of days that an employee has to file a grievance from seven (7) days to ten (10) days.

(ARTICLE 11, STEP 1)

HEALTH AND SAFETY

It adds a new sub-Section F to establish a joint Sheriff's Office/DSA Safety Committee for the purpose of promoting job safety, health and addressing other working conditions for civilian employees. This language is the same as the language for the sworn DSA employees.

(ARTICLE 15, SECTION F.)

DURATION

This Agreement shall become effective on July 1, 2015, unless otherwise stated in specific sections, and shall remain in full force and effect 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, 2016 (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 24)