

SETTLEMENT SUMMARY

FRATERNAL ORDER OF POLICE PRINCE GEORGE'S COUNTY LODGE 89, INC.

AND

PRINCE GEORGE'S COUNTY, MARYLAND

FISCAL YEARS 2023 & 2024

The following is a complete summary of modifications to the wages and benefits agreed to by the Fraternal Order of Police Prince George's County Lodge 89, Inc., ("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 2023 and 2024 and covers sworn employees within the Police Department. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

ARTICLE 2 – ORGANIZATIONAL SECURITY

- This Section was modified to decrease the number of days to provide the union with notice of policy changes from 15 days to 10 days and added language to have management give a written response to the union during that time period.

Section 2.06 Notice of Policy Change by County.

The County agrees to provide the FOP with at least ~~fifteen (15)~~ **ten (10)** working days written notice of all proposed changes (including additions and deletions) to the General Orders or Standard Operating Procedures. The FOP may use that time period to review and provide written comment to the Chief of Police on the proposed changes. **If requested in a timely manner, Management shall meet with the FOP and provide a written response to the FOP's concerns within the ten (10) day period.**

ARTICLE 3 -- COMPLIANCE AND WORKING CONDITIONS

- Language was added specifying the number of times adjustments can be made to officers' scheduled days off, notification by the department and a provision for compensation.

A. F.O.P 89 agrees that its members shall comply with County rules and regulations, including those relating to conduct and work performance, and that all employees represented by it shall maintain an attitude of civility and politeness to all citizens.

B. Schedule Changes. The Department has the right to adjust an officer's scheduled days off two times within a calendar month. A schedule change which adjusts more than one scheduled day off for an officer shall be considered two (2) or more changes, depending on the number of scheduled days off adjusted. Thereafter, with the exception of emergencies or other operational necessities requiring immediate police intervention or action, an officer must be notified of all subsequent changes to his/her regular schedule (days off) at least seventy-two (72) hours in advance of the beginning of the changed schedule. Officers must comply with all schedule changes, but subsequent changes to an

officer's regular schedule (days off) made with less than seventy-two (72) hours' notice shall result in the affected officer being compensated at the overtime (time-and-one-half) rate for all hours then worked outside of his/her regular schedule. Changes in schedule made voluntarily at the request of an officer and with approval of the Department shall not require additional compensation.

ARTICLE 4 – WAGES

➤ Section 4.01 provides the terms for a COLA, wage scale adjustments, merit increases and a provision for COVID-19 Hazard Pay under certain circumstances.

Section 4.01 Wages.

A. Cost of Living Adjustment (COLA)

Employees covered by this Agreement shall not receive a cost of living adjustment in Fiscal Year 2023.

Effective the first full pay period after March 1, 2024, employees shall receive a five percent (5.0%) cost of living adjustment.

B. Wage Scale for Police Officers

1. The following modifications to the Uniform Wage Scale will be implemented as follows:

g. Effective the first full pay period following February 1, 2023, the wage scale will be adjusted as follows:

- 1. Steps C and Y shall be eliminated. Officers at Step C shall move to Step D of their respective rank, and officers at Step Y shall move to Step X of their respective ranks. Step D shall be applied to years of service 0-1.5, Step E shall be applied to years of service 1.5-3, Step F shall be applied to years of service 3, and so on, such that Step X shall be the top of the wage scale for 21+ years of service.**
- 2. There shall be a 3.5% adjustment when moving from Step K to Step L for PFC (PO2), Corporal (PO3), Sergeant (PO4), and Lieutenant (PO5);**
- 3. There shall be a 3.5% adjustment when moving from Step L to Step M for PFC (PO2), Corporal (PO3), Sergeant (PO4), and Lieutenant (PO5);**
- 4. There shall be a 3.5% adjustment when moving from Step M to Step N for PFC (PO2), Corporal (PO3), Sergeant (PO4), and Lieutenant (PO5);**
- 5. There shall be a 3.5% adjustment when moving from Step V to Step W for PFC (PO2), Corporal (PO3), Sergeant (PO4), and Lieutenant (PO5);**
- 6. There shall be a 3.5% adjustment when moving from Step W to Step X for PFC (PO2), Corporal (PO3), Sergeant (PO4), and Lieutenant (PO5);**
- 7. All other steps adjustments remain unchanged.**

There shall be no retroactive application of the wage scale adjustments set forth in subparagraphs g.1 through g.7 of this section for any period prior to the first full pay period following February 1, 2023.

C. Merit Increases

Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2022 through June 30, 2023 (i.e. Fiscal Year 2023), will receive a regular merit increase on their initial hire/rehire anniversary date in FY 2023.

Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2023 through June 30, 2024 (i.e. Fiscal Year 2024), will receive a regular merit increase on their initial hire/rehire anniversary date in FY 2024.

D. COVID-19 Hazard Pay

If Prince George's County receives additional State or federal funding that is allocated for bargaining unit pay (including wages, salaries, or specialty pay) in connection with the COVID-19 pandemic, the parties agree to reopen negotiations concerning potential COVID-19 hazard pay with any agreement related to that pay to be set forth in a side letter to the main CBA. In addition, if the County agrees to pay COVID-19 hazard pay to any of its bargaining units in connection with negotiations for FY2023 or FY2024 collective-bargaining agreements, the County agrees to pay COVID-19 hazard pay for the same duration to employees covered by this Agreement.

Section 4.03 Group Health Insurance Coverage and Group Life Insurance Benefit (Beneflex).

➤ The modifications made to this section deletes outdated language and updates the terms.

Beginning with Calendar Year 2000, employees covered by this Agreement may participate in the County's Beneflex Program. The Beneflex Program will be an option for all officers and will be fully explained during seminars prior to the enrollment period toward the end of calendar year 1999.

A. ~~In Calendar Year 2017, the County shall contribute seventy three percent (73%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).~~ **In Beginning in** Calendar Year 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%).

B. ~~In Calendar Year 2017, the County shall contribute seventy eight percent (78%) 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 two percent (22%).~~ **In Beginning in** Calendar Year 2018, 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%).

C. **Beginning in** Calendar Years 2017 and 2018, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees, defined as any officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate

capped at twenty-seven percent (27%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph A above.

D. **Beginning in** Calendar Years 2017 and 2018, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees, defined as any officer who has retired or will retire on or before December 31, 2017) shall have their contribution capped at twenty-two percent (22%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph B above.

E. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

F. **Beginning in** Calendar Year 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee/retiree who elects to participate in either program. The participating employee/retiree shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

G. **Beginning in** Calendar Year 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

H. **Beginning in** Calendar Years 2017 and 2018, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees, defined as any officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph G above.

Section 4.04 Acting Pay.

- These amendments clarify the provisions for administering promotions when a candidate is involved in an investigation and potential disciplinary action(s).

The Department and F.O.P. 89 agree to continue the past practice governing the relationship between the disciplinary process and promotional process, as modified herein. An otherwise eligible candidate for promotion who is under investigation that could lead to serious disciplinary action (defined as discharge from employment, suspension from employment without pay or benefits, or demotion in rank) shall have his or her promotion held in abeyance pending the final outcome of the investigation and the imposition of any serious disciplinary action. ~~During that period, the next candidate on the eligibility list will be offered the acting position as a temporary position and will be entitled to acting pay under Section 4.04. If this candidate refuses the transfer to acting position, the Department will not be required to offer the acting position to the next candidate on the eligibility list and contractual obligations will be satisfied so long as another officer is given the acting position and acting pay.~~ **The next eligible candidate on the eligibility list will be promoted into the vacant position to prevent delay in filling the vacant position and to prevent subsequent ranks from being adversely impacted. Should other**

vacancies in the higher rank occur while the initial promotion is still being held in abeyance, the next officers on the promotional list shall continue to be promoted.

Once the final outcome of the investigation and disciplinary action is known and the first candidate is deemed qualified for promotion, he or she will be promoted retroactive to the date that he or she would otherwise have been entitled to the promotion had an investigation had not been commenced or continued. The promoted candidate will assume the vacancy and ~~the next candidate, who temporarily assumed the vacancy in an acting role, will be returned to his or her previously held position, if at all feasible, or to the most similarly situated position available in the Department.~~ **the last candidate promoted into that rank, having been informed in writing upon being promoted that his or her promotion might be temporary if the officer held in abeyance is cleared, will be returned to his or her previously held position. This return to former rank shall not be considered an adverse action or a demotion. The officer returned to former rank shall be placed at the top of the current promotional list and promoted when the next opening occurs. Should there be additional promotions between when the next eligible candidate was promoted into the vacant position and the final outcome of the investigation, then the last officer promoted shall be the officer returned to rank and any necessary corresponding promotional adjustments shall be made. FOP 89 agrees that it will neither file a grievance nor participate in any grievance filed by an officer returned to their prior rank, except to assert that the Department has incorrectly applied this part of Section 4.04.**

Section 4.07 Holiday Administration.

- Changes to this section update the names of the various bureaus within the Police Department.

B. Holiday Work Scheduling

1. Bargaining unit members assigned to work shift work in the **Bureau of Patrol and Bureau of Homeland Security & Intelligence** ~~Patrol Services Bureau~~ are entitled to the opportunity to work all holidays on which they are normally scheduled to work, and will be paid for these holidays actually worked pursuant to the provisions of subparagraph A of this Section 4.07.
2. Bargaining unit members assigned to the **Bureau of Investigations and Forensic Sciences** ~~Support Services Bureau~~, except for the Technical Services Division, are entitled to the opportunity to work at least seven (7) holidays during each fiscal year, provided that the holidays fall on their regularly scheduled work days, and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A of this Section 4.07. The determination as to which observed holidays bargaining unit members covered by this subparagraph B.2. are actually scheduled to work will be determined by the Department, consistent with operational needs. The seven (7) holidays referenced in this subparagraph are meant as a minimum, and officers covered by this subparagraph may be scheduled by management to work more than seven (7) holidays in a year when needed.
3. Bargaining unit members assigned to the **Bureau of Administration** ~~Strategic Management Bureau~~, **Information Technology Division** ~~the Technical Services Division~~, the Office of the Chief, or the **Bureau of Patrol** ~~Patrol Services Bureau~~ in a non-rotating shift function, are entitled to the opportunity to work at least four (4)

holidays during each fiscal year and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A. The determination as to which observed holidays bargaining unit members covered by this subparagraph B.3. are actually scheduled to work will be determined by the Department, consistent with operational needs.

Section 4.09 Shift Differential.

➤ Paragraphs A & B reflect increases to shift differentials for the first and third shifts for fiscal years 2023 and 2024.

A. A shift differential shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 2200 hours to 0800 hours) to each employee specifically assigned to work the first (1st) shift. ~~Effective the first full pay period beginning on or after July 1, 2016, the first (1st) shift differential will be increased to three dollars and forty cents (\$3.40) per hour. Effective the first full pay period beginning on or after July 1, 2017, the first shift differential will be increased to three dollars and sixty cents (\$3.60) per hour. Effective the first full pay period beginning on or after July 1, 2018, the first (1st) shift differential will be increased to three dollars and eighty cents (\$3.80) per hour.~~ **Effective the first full pay period beginning on or after July 1, 2022, the first (1st) shift differential will be increased to three dollars and ninety-five cents (\$3.95) per hour. Effective the first full pay period beginning on or after July 1, 2023, the first (1st) shift differential will be increased to four dollars and ten cents (\$4.10) per hour.**

B. A shift differential shall be paid for all time worked on the third (3rd) shift (i.e. the evening shift, beginning at 1500 hours) to each employee specifically assigned to work the third (3rd) shift. ~~Effective the first full pay period beginning on or after July 1, 2016, the third shift differential will be increased to two dollars and fifteen cents (\$2.15) per hour. Effective the first full pay period beginning on or after July 1, 2017, the third shift differential will be increased to two dollars and thirty cents (\$2.30) per hour. Effective the first full pay period beginning on or after July 1, 2018, the third shift differential will be increased to two dollars and forty-five cents (\$2.45) per hour.~~ **Effective the first full pay period beginning on or after July 1, 2022, the third (3rd) shift differential will be increased to two dollars and sixty cents (\$ 2.60) per hour. Effective the first full pay period beginning on or after July 1, 2023, the third (3rd) shift differential will be increased to two dollars and seventy-five cents (\$2.75) per hour.**

ARTICLE 5 – LEAVE

Section 5.03 Sick and Annual Leave Disposition Upon Separation.

➤ With regard to this provision, the maximum base hourly rate of pay for a police lieutenant increased from the 2018 amount.

4. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay for a police lieutenant in ~~January 2018~~ ~~—that is, \$55.1679~~ **October 2021**—that is, **\$67.8582** per hour. However, if a police officer with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash-out of unused accumulated sick leave as of the end of the 1996 leave year.

ARTICLE 8 – CLOTHING ALLOWANCE

- Clothing allowance increased by one hundred dollars in fiscal year 2023.

A. A clothing allowance of one thousand ~~six~~ **seven** hundred dollars (~~\$1,600.00~~ **\$1,700.00**) shall be disbursed effective beginning in Fiscal Year ~~2019~~ **2023**. The disbursements shall be split into two (2) equal installments, the first installment to be paid in July of each year, and the second installment to be paid in January of each year.

ARTICLE 9 -- TEC PAY

- TEC pay increases by fifty dollars in fiscal year 2023 and Tactical Squad officers and aviation observers were added to receive the TEC pay.

There is one category of TEC pay which shall be paid to members of the E.S.T. unit, officers on motorcycle duty, and canine handlers. **Effective beginning in Fiscal Year 2023, TEC pay shall be increased to the total amount of nine hundred fifty dollars (\$950.00) per year, per qualifying officer.** Effective beginning in Fiscal Year 2019, TEC pay shall be increased to the total amount of nine hundred dollars (\$900.00) per year, per qualifying officer. ~~Effective beginning in Fiscal Year 2006, TEC pay shall be increased to the total amount of seven hundred fifty dollars (\$750.00) per year, per qualifying officer, and in Fiscal Year 2007 increased to eight hundred dollars (\$800.00) per year. Effective beginning in Fiscal Year 2006, TEC pay of four hundred dollars (\$400) per year will be paid to officers assigned to the Tactical Squad and officers assigned as aviation observers and increased in Fiscal Year 2007 to four hundred fifty dollars (\$450.00) per year. Effective beginning in Fiscal Year 2023, TEC pay of nine hundred fifty dollars (\$950.00) per year will be paid to officers assigned to the Tactical Squad and officers assigned as aviation observers.~~ Effective beginning in Fiscal Year 2022, officers assigned as pilots will receive the following differentials in accordance with their length of service in the Aviation Unit: five thousand dollars (\$5,000.00) during their first two years of service; six thousand dollars (\$6,000.00) during their third and fourth years of service; seven thousand dollars (\$7,000.00) during their fifth and sixth years of service; and eight thousand dollars (\$8,000.00) during years of service seven and above. In addition, an officer assigned as an aviation instructor will receive an additional one thousand dollars (\$1,000.00) per year as an additional TEC pay. All TEC pays shall be paid at the same time the clothing allowance is paid.

ARTICLE 15 -- PERSONNEL FILES

- The Sections were deleted pursuant to legislative changes to LEOBR.

~~Section 15.02 Expunction~~

~~The County agrees to remove derogatory information three (3) years old or older from the employee's personnel file if requested to do so in writing by the employee. Derogatory information that should have been or is otherwise authorized to be removed from an employee's personnel file shall not be used in any administrative or disciplinary process once it is four (4) years old or older, even if the employee has not requested its removal.~~

~~Section 15.03 Motor Vehicle Accidents~~

~~With respect to any discipline relating to police motor vehicle accidents, any such derogatory information two (2) years old or older shall be removed from the employee's personnel file if~~

~~requested to do so in writing by the employee. Such derogatory information that should have been or is otherwise authorized to be removed from an employee's personnel file shall not be used in any administrative or disciplinary process once it is three (3) years old or older, even if the employee has not requested its removal.~~

Section 15.04 02 Exception for Certain Types of Information

~~The parties understand and agree that the provisions of Sections 15.02 and 15.03 shall not apply to information regarding use of force, false statement or criminal misconduct.~~

ARTICLE 23 -- PENSION PLAN

➤ This paragraph was modified to update the language.

C. Cost of Living Increase for Retirees.

3. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree from the post-retirement increase fund determined pursuant to paragraph 1, provided:

(a) Each eligible retiree will receive an identical dollar amount increase.

~~(b) — The maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month.~~

~~(c) — The minimum increase provided shall be not less than thirty-five dollars (\$35.00) per month.~~

~~(d) — Effective January 1, 2002, the maximum increase in Cost of Living for Retirees shall not exceed one hundred thirty dollars (\$130.00) per month.~~

~~(e) (b)~~ Effective January 1, 2003, the maximum increase in Cost of Living for Retirees shall not exceed one hundred thirty-five dollars (\$135.00) per month.

~~(f) (c)~~ Effective January 1, 2019, the minimum increase provided shall be not less than forty-five dollars (\$45.00) per month.

ARTICLE 27 - DURATION AND REOPENER

➤ This Article was amended to reflect the effective dates of the Agreement.

This Agreement shall become effective on July 1, 2022, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2024.

This Agreement shall be automatically renewed from year to year after June 30, 2024, unless either party shall notify the other in writing no later than October 1, 2023 (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.

ATTACHMENT A – WAGE SCALE

- This paragraph was added to reflect the modifications to the Uniform Wage Scale to be effective the first full pay period in February 2023.

MODIFICATION OF THE UNIFORM WAGE SCALE – EFFECTIVE FIRST FULL PAY PERIOD IN FEBRUARY 2023

Effective the first full pay period following February 1, 2023, the wage scale will be adjusted as follows:

- a. Steps C and Y shall be eliminated. Officers at Step C shall move to Step D of their respective rank, and officers at Step Y shall move to Step X of their respective ranks. Step D shall be applied to years of service 0-1.5, Step E shall be applied to years of service 1.5-3, Step F shall be applied to years of service 3, and so on, such that Step X shall be the top of the wage scale for 21+ years of service.
- b. There shall be a 3.5% adjustment when moving from Step K to Step L for PFC (PO2), Corporal (PO3), Sergeant (PO4), and Lieutenant (PO5);
- c. There shall be a 3.5% adjustment when moving from Step L to Step M for PFC (PO2), Corporal (PO3), Sergeant (PO4), and Lieutenant (PO5);
- d. There shall be a 3.5% adjustment when moving from Step M to Step N for PFC (PO2), Corporal (PO3), Sergeant (PO4), and Lieutenant (PO5);
- e. There shall be a 3.5% adjustment when moving from Step V to Step W for PFC (PO2), Corporal (PO3), Sergeant (PO4), and Lieutenant (PO5);
- f. There shall be a 3.5% adjustment when moving from Step W to Step X for PFC (PO2), Corporal (PO3), Sergeant (PO4), and Lieutenant (PO5);
- g. All other steps adjustments remain unchanged.

There shall be no retroactive application of the wage scale adjustments set forth in subparagraphs a through g of this section for any period prior to the first full pay period following February 1, 2023.