#### SETTLEMENT SUMMARY

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

#### **AND**

#### PRINCE GEORGE'S COUNTY, MARYLAND

#### **FISCAL YEARS 2025 & 2026**

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 2025 and 2026 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 This section was modified to delete outdated language

## Section 2.01 F.O.P. 89 Membership.

All employees covered by this Agreement who are members of F.O.P. 89 or who elect to become members of F.O.P. 89 shall, pursuant to Section 2.02, remain members of F.O.P. 89 for the duration of this Agreement. Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1974, and who has never elected to become a member of F.O.P. 89, shall not be subject to the dues deduction and service fee provisions of this Article.

## **ARTICLE 4 – WAGES**

> Section 4.01 provides the terms for COLAs, corrections to the grades listed in paragraph B.1.g., wage scale adjustments and merit increases

## Section 4.01 Wages.

A. Cost of Living Adjustment (COLA)
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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.

<u>Fiscal Year 2025 – Effective April 6, 2025, officers covered by this Agreement will receive a two and three-quarter percent (2.75%) Cost-of-Living-Adjustment ("COLA") for Fiscal Year 2025.</u>

## <u>Fiscal Year 2026 – Effective April 5, 2026, officers covered by this Agreement will receive a</u> two and one-half percent (2.5%) Cost-of-Living-Adjustment ("COLA") for Fiscal Year 2026.

## 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 (PL02), Corporal (PL03), Sergeant (PL04), and Lieutenant (PL05);
  - 3. There shall be a 3.5% adjustment when moving from Step L to Step M for PFC (PL02), Corporal (PL03), Sergeant (PL04), and Lieutenant (PL05);
  - 4. There shall be a 3.5% adjustment when moving from Step M to Step N for PFC (PL02), Corporal (PL03), Sergeant (PL04), and Lieutenant (PL05);
  - 5. There shall be a 3.5% adjustment when moving from Step V to Step W for PFC (PL02), Corporal (PL03), Sergeant (PL04), and Lieutenant (PL05);
  - 6. There shall be a 3.5% adjustment when moving from Step W to Step X for PFC (PL02), Corporal (PL03), Sergeant (PL04), and Lieutenant (PL05);
  - 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.

- h. Effective the first full pay period following April 20, 2025, the wage scale of March 2024 will be adjusted as reflected in the wage scale attached hereto. These adjustments will be in addition to the COLA effective April 6, 2025, which will be implemented earlier than this wage scale adjustment. The resulting wage scale effective in the first full pay period following April 20, 2025 is attached.
- <u>i.</u> The parties agree to enter into a Letter of Understanding that will, among other things, clarify implementation of the new wage scales' "extra into base" component for both future officers and current officers who have already received all or part of their bonus pay.

## C. Merit Increases

Effective beginning on July 1, 1999, a Any police officer covered by this Agreement who completes eighteen (18) years of actual and continuous service as defined in the Police Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of eighteen (18) years of service will be placed at that step on the date upon which

the officer has completed eighteen (18) years of service, and the officer's anniversary date will be changed, if necessary, to reflect his/her date of hire.

Effective beginning in the second pay period after issuance of the arbitration any police officer covered by this Agreement who has completed twenty (20) years of actual and continuous service as defined in the Police Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of twenty (20) years of service will be placed at that step, and the officer's anniversary date will be changed, if necessary, to reflect his/her date of hire.

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.

Officers covered by this Agreement who are otherwise eligible to receive a merit increase from July 1, 2024 through June 30, 2025, shall receive a regular merit increase in Fiscal Year 2025 on the anniversary of their original hire/rehire date with the County.

Officers covered by this Agreement who are otherwise eligible to receive a merit increase from July 1, 2025 through June 30, 2026, shall receive a regular merit increase in Fiscal Year 2026 on the anniversary of their original hire/rehire date with the County.

#### Section 4.02 Contribution to Retirement Trust Fund.

> The modification made to this section deletes outdated language.

Effective December 15, 2013, the The employee contribution to the retirement trust fund shall be:

- 1. For officers hired on or before July 1, 2013, nine percent (9%) for the first five (5) years of employment; eight percent (8%) for the next five (5) years of employment; and thereafter six percent (6%) for the remaining years of employment.
- 2. For officers hired after July 1, 2013, nine percent (9%) for each year of employment.

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

- > The modification made to this section deletes outdated language.
- F. Beginning in Calendar Year 2017, t<u>T</u>he 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.

## Section 4.07 Holiday Administration.

- > The modification made to this section deletes outdated language.
- A. <u>Holidays and Holiday Compensation.</u> The Personnel Law establishes the regular holidays for County employees including those employees covered by this Agreement.

"Police Memorial Day" will be recognized and observed on May 15 of each year as a County holiday for employees covered by this Agreement.

Eligible employees shall receive straight-time pay for each of the designated holidays on which they perform no work.

#### Effective December 15, 2013:

1. Officers who work on any holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime), but shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the employee's regular overtime rate (i.e., no pyramiding), except for officers who are required, on holidays beginning with Thanksgiving Day 2017, to perform overtime work that is pre-scheduled based on special events held in the County (e.g., sporting events, concerts). Such pre-scheduled overtime work for special events shall be paid at two (2) times an officer's regular rate of pay for each hour of work.

#### Section 4.09 Shift Differential.

- ➤ Paragraphs A & B reflect increases to shift differentials for the first and third shifts for fiscal year 2026.
- ➤ Paragraph C was deleted as it was duplicative of the first sentence of paragraph B and subsequent paragraphs were lettered accordingly.
- 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, 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. Effective the first full pay period beginning on or after July 1, 2025, the first (1st) shift differential will be increased to four dollars and twenty-five cents (\$4.25) 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, 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. Effective the first full pay period beginning on or after July 1, 2025, the third (3rd) shift differential will be increased to two dollars and ninety cents (\$2.90) per hour.

- C. 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.
- $\mathbf{D}$   $\mathbf{C}$ . The shift differential provided for in this Article 4 shall not be considered to be part of the employee's base rate, nor shall they be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall they be used for the purpose of computing retirement deductions, retirement and insurance benefits, or educational incentive pay.
- **E D**. When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third (3rd) and first (1st) shifts, the higher differential rate shall apply for the entire number of hours worked.
- $\mathbf{F}\underline{\mathbf{E}}$ . Any employee specifically assigned to the second (2nd) shift (i.e., the day shift 0700 hours to 1700 hours) shall not be entitled to a shift differential.

## **Section 4.12 Field Training Officer Compensation.**

➤ Outdated language was deleted, the Field Training Officer (FTO) pay was increased and a Joint Committee established to require officers to complete FTO training to be promoted.

Employees covered by this Agreement will receive a differential for all hours in which they serve as a Field Training Officer, with this differential to be paid biweekly. Effective the first full pay period beginning on or after July 1, 2012 2025, the differential paid to Field Training Officers will be increased to six dollars (\$6.00) seven dollars and fifty cents (\$7.50) per hour.

The County and FOP Lodge 89 agree to the formation of a Joint Committee to review making FTO training a mandatory requirement for promotion beyond the rank of Corporal (L03). The Committee shall not address Field Training Officer compensation. The Committee shall be comprised of an equal number of Union and Management representatives, but no more than three (3) from each party. The Committee will begin its work within 30 days from the enactment of this Agreement. The Committee will issue its findings and recommendations to the FOP Lodge 89 President, the Chief of the Police Department and the Director of OHRM by December 31, 2025. If no agreement is reached by the Committee, then all bargainable aspects of the issue can be presented in the collective bargaining negotiations for FY2027 and FY2028.

## Section 4.14 Physical Agility Test.

> Outdated language was deleted.

Officers hired on or after July 1, 2001 must successfully pass the Physical Agility Test in effect as of January 1, 2001 as described in Attachment C of this Agreement. Successful completion of this test shall be mandatory for officers seeking merit or promotional salary increases.

Effective July 1, 2001, an employee's test results will be maintained in both his/her official and his/her departmental personnel files.

The County agrees to hold harmless and indemnify FOP 89 for any liability arising from the application of this Section.

## ARTICLE 5 – LEAVE

#### Section 5.02 Annual Leave.

- ➤ Provides for a payment of up to eighty hours (80) of annual leave under certain circumstances.
- D. Between November 1 and November 15 of each calendar year eligible officers shall be entitled to request and receive pay at the officer's regular rate of pay for up to eighty (80) hours of unencumbered annual leave accrued after calendar year 1995. Payment for this accrued leave shall be made in December of that calendar year. To be eligible, an officer must (a) have at least three hundred and sixty (360) hours of remaining unencumbered accrued annual leave after the payment is made and (b) have utilized less than ten (10) workdays of sick leave during the preceding fiscal year, not including the use of FMLA-related sick leave. This program of paying for annual leave shall terminate effective June 30, 2026.

## Section 5.03 Sick and Annual Leave Disposition Upon Separation.

- ➤ Language updated to reflect current practice.
- 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, as determined by the applicable pay scale in effect on the police officer's separation date in 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.

## Section 5.07 Disability Leave.

Extends the timeline for this Joint Committee.

#### Joint Committee on Disability Leave and Personnel Procedure 284 (PP284)

The County and FOP Lodge 89 agree to the formation of a Joint Committee to review Disability Leave Management and PP 284. The Committee shall be comprised of an equal number of Union and management representatives, but no more than four (4) from each party. The Committee will begin its work within 30 days from the enactment of this Agreement. The Committee will issue its findings and recommendations to the FOP Lodge 89 President, the Chief of the Police Department and the Director of OHRM by January 31, 2022 April 30, 2025. If no agreement is reached by the Committee, the Union can present its proposals for consideration for the FY 2023 FY2027 collective bargaining agreement.

## ARTICLE 8 – CLOTHING ALLOWANCE

> Outdated language was deleted.

В. All clothing allowances provided for herein are for the purchase of clothing and leather goods to supplement the uniform items issued to bargaining unit members, routine uniform maintenance, and replacement of uniform items rendered unserviceable through normal wear and tear. Replacement of uniform items damaged during the performance of duty will be accomplished pursuant to departmental policy. New uniform items required by a change in the uniform will be provided by the Department at no cost to the officer. Blue utility uniforms may be worn by onduty officers, working on the first (1st) shift (i.e., midnight shift - 2200 to 0800) in accordance with departmental regulations. Also, officers working all or a majority of their hours of secondary employment during the period of 1800 - 0600 may wear the blue utility uniform. Officers who elect to wear blue utility uniforms as authorized above are responsible for the purchase, care, upkeep and replacement of the uniforms. When an officer is authorized to wear a blue utility uniform, the officer also is authorized to wear a pair of black-leather, polished boots that is jointly chosen by the F.O.P. and the Department, provided that the pants worn with these boots are not bloused. All clothing allowances paid pursuant to this Article shall be disbursed in advance in one (1) installment in July of the applicable fiscal year. Charging uniform purchases against an advance payment is discontinued.

## **ARTICLE 9 -- TEC PAY**

➤ New TEC pays were added for Underwater Recovery Experts and Underwater Dive Unit officers and Level 1 CDU officers as well as certification provisions.

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 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.

The County will pay breathalyzer and voice stress operators two hundred seventy-five dollars (\$275.00) effective Fiscal Year 2006, and three hundred twenty-five dollars (\$325.00) effective Fiscal Year 2007.

The County, with the participation of the F.O.P., but no later than September 30, 2001, will develop testing procedures to measure an officer's conversational proficiency in selected languages other than English. An officer who passes such test will be certified as an interpreter in the language tested and will be assigned to interpret that language as part of his/her job duties. Officers will receive a lump sum payment of one thousand three hundred dollars (\$1,300.00) per year within thirty (30) days following their certification, and thereafter at the same time the clothing allowance is paid. Effective in Fiscal Year 2006, this payment shall be one thousand three hundred and fifty dollars (\$1,350.00), and eEffective in Fiscal Year 2007, this payment shall be one thousand four hundred dollars (\$1,400.00). Failure to pass a qualifying language examination will not be subject

to the grievance and arbitration process herein. The County shall offer the required test(s) at least once per fiscal year, and every new employee must be given an opportunity to take the required test(s) while in the Police Academy or within six (6) months of graduation.

The County and the F.O.P. agree to form a Joint Study Committee consisting of three (3) members of the Union and three (3) members of Management to review the procedures for certification and the number of officers that are eligible for certification each fiscal year. Additionally, the Committee will create reporting procedures on how often the interpreter's services are utilized. The Committee will also review and analyze the languages currently being tested and certified to determine if they are aligned with the language needs of the County's population. The Committee shall begin its review within 30 days of the enactment of the agreement and issue its report and any recommendations to the Chief of Police and the President of the F.O.P. and the Director of OHRM by January 31, 2022.

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## Effective the first full pay period after July 1, 2025, the following TEC Pays shall be added:

- <u>a.</u> <u>Up to four (4) officers certified as Underwater Recovery Experts (Marine Unit) shall receive an additional nine hundred fifty dollars (\$950.00) per year as an additional TEC pay.</u>
- <u>b.</u> <u>Up to ten (10) officers assigned auxiliary duties in the Underwater Dive Unit shall receive an additional four hundred fifty dollars (\$450.00) per year as an additional TEC pay.</u>
- <u>c.</u> <u>Up to sixty (60) officers assigned as Level 1 CDU officers shall receive an additional four hundred fifty dollars (\$450.00) per year as an additional TEC pay.</u>

Beginning July 1, 2025, officers must provide proof of an unexpired certification(s) and must maintain their certification(s) to receive TEC Pay.

## **ARTICLE 14 -- PROMOTION PROCEDURES**

- Modifications to this Article were made to promotional procedures, eliminating the exam for Police Officer First Class and outlining eligibility provisions of online training and other training modules and relating to appeals processes.
- A. Joint Study Committee, comprised of equal numbers of representatives named by the County and F.O.P. 89, not to exceed a total of four (4) from each party, shall be established to review current promotional procedures and to make recommendations to the Chief of Police concerning promotion procedures. Said Committee shall meet quarterly.

Prior to the next round of promotional examinations, the promotional examination for Police Officer First Class (PFC) shall be permanently eliminated. To be eligible for promotion to PFC following July 1, 2024, a Police Officer must demonstrate core competencies through completion of on-line training and other modules, to be developed by the Joint Committee from the study materials for the promotional examinations for Police Officer First Class (PFC) will be restricted to the General Orders, other Departmental materials, including this Agreement, and applicable criminal law and traffic law, These training modules and shall not require study or examination based on outside books or other materials other than those selected by the Joint

Committee. Once a Police Officer, at any point following completion of probation, successfully completes these online trainings and other modules, subsequent changes to these online trainings and other modules shall not be applicable to such Police Officer unless the change involves a revision in the law covered by the online training or module in which case the Police Officer may be required to complete an amended training or module. This provision on prospective changes to online training and other modules shall not apply to any promotion other than to PFC.

The Promotional Joint Study Committee will develop and <u>implement</u> therefore adhere to Standard Operating Procedures outlining the appeal board process within six (6) months after ratification of this agreement, with the understanding that these Standard Operating Procedures shall not be inconsistent with this collective bargaining agreement or executed agreements applicable to the promotional process.

The County shall establish each eligibility list for promotions no later than twenty (20) days after issuance of any final appeal decisions and the implementation of any issues changes or adjustments arising out of those decisions. Eligibility lists for all competitive ranks will be issued at the same time.

## **Section 14.01 Written Examination Appeal Process.**

A. A written appeal of any question from a written promotional examination must be filed by the aggrieved officer with the Director, County Office of Human Resources Management <a href="by5:00">by5:00</a>
<a href="py5:00">p.m. on the day falling within five (5)</a> working days of forty-eight (48) hours after test review, which review shall be held immediately after the written examination. This appeal shall result in the review of appealed questions, said review to be performed by the Joint F.O.P./Command Staff Appeal Board ("Joint Appeal Board"). The findings of this review shall be rendered within ten (10) working days of the deadline for filing appeals, and these findings shall be provided, in writing, to the employee who filed the appeal. Copies of any granted appeal shall be made available to any employee who took the examination and may be affected by said granted appeal. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

#### Section 14.02 Promotional Skills Assessment Process.

An aggrieved officer who wishes to appeal the results of a may file an appeal concerning the promotional skills assessment process or the actions of the promotional skills assessment board, based on either defects in the procedures followed during the process or the unfair or unequal administration of the oral board process, or Appeals relating to the content of the candidate's oral board responses or the scoring of the oral board process will not be allowed because the oral board will be comprised of expert assessors from outside of the County who are compelled to follow a scoring method known as forced consensus. The appeals allowed after the oral board process must be filed, may do so by filing a written appeal with the Joint F.O.P./Command Staff Appeal Board (described in Section 14.01) within five (5) working days at the test site on the same day as the completion of the oral board when the appeal involves test site problems. Otherwise the appeal must be filed by 5:00 p.m. on the day falling forty-eight (48) hours after the completion of the oral board, of the conclusion of the Skills Assessment Review. Such appeals shall be directed to the Joint Appeal Board c/o the Director, Office of Human Resources Management. The Joint Appeal Board shall consider appeals pertaining to procedural defects in the oral board process or the unequal or unfair administration of the oral board process, but not

and/or appeals related to the content of the candidate's oral board response, but not or appeals pertaining to the benchmarks chosen by the assessors to demonstrate a candidate's Knowledge, Skills and Abilities. The Joint Appeal Board shall consider each appeal and issue its findings in writing within twenty (20) ten (10) working days after the last appeal is heard. The decisions rendered by the Joint Appeal Board shall be final and binding, and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

## Section 14.03 Performance Evaluation Appeal Process.

Beginning in calendar year 2024 and continuing into calendar year 2025, a new Study Committee on the Performance Evaluation Appeal Process (comprised of four members, two chosen by the F.O.P. President and two chosen by the Chief of Police) shall meet and review the existing Appeal Process for performance evaluations. The Committee will begin its work within 30 days from the enactment of this Agreement. The Committee will issue its findings and recommendations to the FOP Lodge 89 President, the Chief of the Police and the Director of OHRM by June 30, 2025. Following the issuance of these findings and recommendations, this new Study Committee on the Performance Evaluation Appeal Process shall be terminated.

## <u>ARTICLE 22 – PUBLICATION OF AGREEMENT</u>

➤ This paragraph was modified to update the language to reflect current practice.

The County shall distribute fifty (50) copies of this Agreement to F.O.P. 89. The County also agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet website.

## **ARTICLE 23 -- PENSION PLAN**

This paragraph was modified to update the language to reflect how and when the Pension Plan document is made available.

#### Section 23.06 Plan Booklets.

Within ninety (90) days following ratification of this Agreement, the Pension Plan document will be restated to include negotiated changes in the Pension Plan. The Plan document will then be printed in booklet form, and one thousand (1000) copies of the booklet will be made available to Plan participants through F.O.P. 89. The cost of printing this booklet will be borne by the Plan. New participants will be issued a copy of the Plan by F.O.P. 89.

The Pension Plan document (including its usual appendices) will be made available on the County's public website at the following link: County Pension Plans | Prince George's County

If the link is changed during the term of this Agreement, this original link shall automatically forward to the new, active link. The Plan document will be updated on the County's website promptly after the Plan is revised, whether by its Board of Trustees, by other authorized entities, or through changes negotiated or arbitrated between the County and F.O.P. 89. In addition, the Pension Plan documents will be printed and made available upon request to participants and beneficiaries, if such hard copies are required by federal, state of county

## <u>law or regulation. Such printed copies, if required, also shall be updated promptly each time</u> that the Plan is revised.

#### ARTICLE 24 -- ADMINISTRATIVE HEARING BOARD

The Hearing Board as provided for in the Law Enforcement Officer's Bill of Rights (Md. Public Safety Code Ann. §3-107(c)) shall be composed of three (3) members, all appointed by the Chief of Police. The Chairman of the Hearing Board shall vote to break any ties. One member of the Hearing Board shall be of equal rank and assignment (detective, staff officer, special operations or patrol) as the employee appearing before said Board.

### **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 2024, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2024 2026.

This Agreement shall be automatically renewed from year to year after June 30, 2024 2026, unless either party shall notify the other in writing no later than October 1, 2023 2025 (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

Modifications to the Uniform Wage Scale outline promotional eligibility timelines and provisions after starting the Academy, after certain probationary periods and in the case of demotion. An additional paragraph was added to clarify language that was omitted from a prior CBA.

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

Upon promotion to the rank of Police Officer First Class or Police Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). Officers hired on or after July 1, 1995 who started the Academy on or after July 1, 2023 will be eligible to take the for promotion to Police Officer First Class (PFC) examination after they have completed three (3) years as a Prince George's County Police Officer (now eighteen (18) months) twelve (12) months after successfully completing probation and will be eligible to take the Police Corporal exam after completing two (2) years of service as a Prince George's County Police Officer First Class (now sixteen (16) months). Corporals will be eligible to take the Sergeant's examination after completing sixteen (16) months of service as a Prince George's County Corporal five (5) years after completing probation; Sergeants will be eligible to take the Lieutenant's examination after completing one (1) year of service as a Prince George's County Sergeant; Lieutenants will be eligible to take the Captain's examination after completing one (1) year of service as a Prince George's County Lieutenant. The parties also agree that time spent by a bargaining unit member in an acting capacity in a higher rank does not meet the required time periods described in this paragraph. The parties further agree that an officer who is demoted to a lower rank must meet these time-in-grade requirements with service in the applicable rank that is

completed after the demotion. For these purposes, an officer demoted to the rank of Police Officer must complete at least one (1) additional year as a Police Officer before being eligible to promote to Police Officer First Class (PFC), provided that in the case of an officer being double demoted to the rank of Police Officer, the Chief may establish time for promotion eligibility to PFC that is lower than otherwise provided in the regular time in grade requirements.

# 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 (P<u>L02</u>), Corporal (P<u>L03</u>), Sergeant (P<u>L04</u>), and Lieutenant (P<u>L05</u>);
- c. There shall be a 3.5% adjustment when moving from Step L to Step M for PFC (P<u>L02</u>), Corporal (P<u>L03</u>), Sergeant (P<u>L04</u>), and Lieutenant (P<u>L05</u>);
- d. There shall be a 3.5% adjustment when moving from Step M to Step N for PFC (PL02), Corporal (PL03), Sergeant (PL04), and Lieutenant (PL05);
- e. There shall be a 3.5% adjustment when moving from Step V to Step W for PFC (P<u>L02</u>), Corporal (P<u>L03</u>), Sergeant (P<u>L04</u>), and Lieutenant (P<u>L05</u>);
- f. There shall be a 3.5% adjustment when moving from Step W to Step X for PFC (P<u>L02</u>), Corporal (P<u>L03</u>), Sergeant (P<u>L04</u>), and Lieutenant (P<u>L05</u>);
- 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.

## **MODIFICATION OF THE UNIFORM WAGE SCALE – FISCAL YEAR 2025**

Upon promotion to the rank of Sergeant or Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, twelve and one-half percent (12.5%) increase). Because this clarification only conforms the language of the Collective Bargaining Agreement to the wage scales in effect since October 10, 2021, it is agreed that the clarification will not involve any backpay or other fiscal costs.