

SETTLEMENT SUMMARY

PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC. (CIVILIAN UNIT)

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 Prince George's Correctional Officers' Association, Inc., (Civilian Unit) ("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 Year 2025 and Fiscal Year 2026 and covers Civilian employees within the Department of Corrections. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

ARTICLE 15 – DISCIPLINE

➤ **This Article was modified to add clarity to the intent of the language.**

I. The Employer will not issue a notice of disciplinary action against an employee later than one hundred twenty (120) calendar days after the occurrence (or after the Employer **was reasonably should have been** aware of the occurrence) of the alleged infraction or violation of Departmental rules or regulations or of the Personnel Law.

ARTICLE 17 – PERSONNEL FILES

➤ **This Article was modified to specify those included in the Director's Office and Internal Affairs who can review or access personnel files.**

B. The Department will ~~issue an annual memorandum to remind employees who review or access personnel files of~~ **continue to enforce** the requirements of the Personnel Law and Administrative Procedure 262 (Maintenance, Access, and Retention of Personnel Files). When the personnel file of an employee covered by this Agreement is reviewed or accessed by anyone other than the Director's Office **(to include the Director, Deputy Directors and Associate Directors, as well as executive/administrative assistants assigned to the foregoing Director, Deputy Directors and Associate Directors)** and **investigatory personnel within** Internal Affairs, an access sheet in the employee's personnel file will be signed by the person who reviewed or accessed the file.

ARTICLE 20 – SAFETY AND HEALTH

➤ **This Article provides for administrative areas in secure areas to have access to a radio.**

D. Radios shall be available to bargaining unit employees who must escort inmates in the facility or perform duties that warrant a radio. **All administrative areas within secure areas of**

the facility will have access to at least one radio. The radios will be kept in each corresponding Zone Commander's Office.

ARTICLE 21 -- TRAINING

- **This Article adds language to allow for cross-training of employees at the Department's discretion.**

Both the County and PGCOA recognize that training of staff is necessary for the proper performance of their duties. Accordingly, the Department will provide members covered by this Agreement with sufficient training, which will enable them to meet or maintain the standards for the specifications of their particular job. Employees will be allowed to apply for training that is offered Countywide. **At an employee's request and in its sole discretion, the Department may allow cross-training for employees covered by this Agreement based on the needs of the Department.**

ARTICLE 24 – WAGES

- **This Article was modified to reflect provisions for cost of living adjustments, merit increases, and a top of grade lump sum payment.**

A. Cost of Living Adjustments (COLA)

FY **2025** -- Employees covered by this agreement will receive a **two percent (2.0%)** cost-of-living increase to their hourly rate of pay effective the first full pay period in **April 2025**.

FY **2026** -- Employees covered by this agreement will receive a **two percent (2.0%)** cost-of-living increase to their hourly rate of pay effective the first full pay period in **April 2026**.

B. Merit Increases

1. Employees covered by this agreement who are otherwise eligible to receive a 3.5% merit increase during Fiscal Year **2025** shall receive that merit step on their initial hire date during FY **2025 (July 1, 2024 – June 30, 2025)**.

2. Employees covered by this agreement who are otherwise eligible to receive a 3.5% merit increase during Fiscal Year **2026** shall receive that merit step on their initial hire date during FY **2025 (July 1, 2025 – June 30, 2026)**.

C. Lump Sum Payments to Top of Grade Employees

1. **The County agrees to pay a one and one-half percent (1.5%) lump sum payment in FY2025 to top of grade bargaining unit members who are actively employed by the Department on July 1, 2024. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2024. This payment will be effective the first full pay period of August 2024.**

2. **The County furthermore agrees to pay a one and one-half percent (1.5%) lump sum payment in FY2026 to top of grade bargaining unit members who are actively employed by**

the Department on July 1, 2025. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2025. This payment will be effective the first full pay period of August 2025.

The aforesaid lump sum payments are considered regular earnings for income, withholding, and employment tax purposes. The payments will not be added to the employee's base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on those payments.

ARTICLE 25 – CALLBACK, HOLIDAY, SHIFT, ACTING AND COURT PAY

➤ Paragraph C was modified to increase the shift differential to \$3.15 per hour beginning the first full pay period in July 2024 and to \$3.25 per hour beginning the first full pay period in July 2025. Paragraph D was modified to provide terms for employees in an Acting Pay status.

C. Shift Differential

1. Effective the first full pay period in July ~~2022~~**2024**, a shift differential of ~~three dollars (\$3.00)~~ **three dollars and fifteen cents (\$3.15)** per hour shall be paid for all non-overtime hours worked on the first (1st) shift (i.e., the night – 11 p.m. to 7.m. or equivalent) and on the third (3rd) shift (i.e., the evening shift – 3 p.m. to 11 p.m. or equivalent) The shift differential rate shall include employees specifically assigned on a permanent or rotating basis. **The aforesaid shift differential shall increase to three dollars and twenty-five cents (\$3.25) per hour effective the first full pay period in July 2025.**

D. Acting Pay

1. When an employee is directed to assume, and does in fact assume, a majority of the duties of any other position with a higher grade in an acting capacity for a period of ten (10) consecutive days or more (including scheduled days off and approved holidays), ~~beginning with the tenth (10th) day,~~ he/she shall be paid **retroactively to the start of the employee's assumption of such duties**, at a rate of pay which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, and shall continue to be paid at the rate until relieved of the position by the person for whom he/she is acting, or by a person of equal grade to that position, or by a superior authority. ~~He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave~~ **receive acting pay while on paid leave, PROVIDED, HOWEVER, that if the employee is on paid leave for more than ten (10) consecutive working days, the employee's acting pay status shall automatically cease. At the Department's discretion, he/she may resume the acting position and receive acting pay after returning from paid leave.**

ARTICLE 27 – TEC PAY

➤ Paragraph C was added to provide compensation for notary services for a certain number of employees under certain circumstances.

C. At least two (2) and up to three (3) employees covered by this Agreement who are asked to provide notary services for others within the Department and who provide proof that they maintain an active notary status shall receive payment of \$300.00 each year. This payment will be made in July of each fiscal year and will not be included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions or retirement or insurance benefits. Employees receiving this payment are expected to be available to provide notary services to inmates unaccompanied by sworn officers of the Department.

ARTICLE 30 - DISCRETIONARY LEAVE

➤ This Article was updated to remove old language, provide clarity on the years of service and reflect current practice.

~~Beginning with the 2023 leave year,~~ Employees covered by this Agreement with three (3) or more years of service shall be eligible for eight (8) hours of discretionary leave per leave year plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) ~~after~~ **with** seven (7) **or more** years of service. Eight (8) additional hours of discretionary leave (for a total of twenty-four (24) hours) will be granted ~~after~~ **with** ten (10) **or more** years of service. Discretionary leave may be taken in increments of ~~four (4) hours~~ **fifteen (15) minutes**, and must be approved in advance, and any unused discretionary leave cannot be carried over from one year to the next.

ARTICLE 42 -- DURATION

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

This Agreement shall become effective on **July 1, 2024**, unless otherwise stated in specific sections, and shall remain in full force and effect until **June 30, 2026**. This Agreement shall be automatically renewed from year to year after **June 30, 2026**, unless either party shall notify the other in writing no later than **October 1, 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.