

## SETTLEMENT SUMMARY

### DEPUTY SHERIFF'S ASSOCIATION OF PRINCE GEORGE'S COUNTY, INC. (CIVILIAN UNITS)

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 Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units), ("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 Civilian employees within the Office of the Sheriff. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

#### ARTICLE 5 -- BASE SALARY RATE

➤ This Article provides the terms for COLAs, merits, and a provision for retroactive COVID-19 Hazard Pay under certain circumstances.

#### Section 5.02 Wages

##### A. Wage Adjustments

##### 1. Cost of Living Adjustment Fiscal Year 2023

Effective the first full pay period in November 2022 employees shall receive a 3.0% cost-of-living increase (COLA). The minimum and maximum rates will be increased by the amount of the cost-of-living-increase (COLA).

##### 2. Cost of Living Adjustment Fiscal Year 2024

Effective the first full pay period after February 1, 2024 employees shall receive a 4.25% cost-of-living increase (COLA). The minimum and maximum rates will be increased by the amount of the cost-of-living-increase (COLA).

##### B. Merit Increases

1. 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.

2. 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. Retroactive 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.**

**ARTICLE 6 -- SPECIAL SALARY RATES**

➤ Modifications to these Sections provide for increases to shift differentials, trainer pay and interpreter pay, and adds a notary service pay.

**Section 6.04 Shift Differential**

A. Effective the first full pay period ~~beginning on or after September 1, 2016~~ **following October 1, 2022**, a shift differential of ~~two dollars and sixty five cents (\$2.65)~~ **three dollars (\$3.00)** per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m., or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.

B. Effective the first full pay period ~~beginning on or after July 1, 2017~~ **following July 1, 2023**, a shift differential of ~~two dollars and eighty cents (\$2.80)~~ **three dollars and twenty-five cents (\$3.25)** per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m., or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.

C. Effective the first full pay period ~~beginning on or after September 1, 2016~~ **following October 1, 2022**, a shift differential of ~~two dollars and thirty cents (\$2.30)~~ **two dollars and sixty cents (\$2.60)** per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m., or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.

D. Effective the first full pay period ~~beginning on or after July 1, 2017~~ **following July 1, 2023**, a shift differential of ~~two dollars and forty cents (\$2.40)~~ **two dollars and eighty-five cents (\$2.85)** per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m., or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.

**Section 6.07 Trainer Pay**

Effective the first full pay period in July 2018 **2022**, employees who are assigned to provide on-the-job training for employees, designed to be five (5) days or more in duration and excluding training provided by the immediate supervisor of the employee receiving the training, will receive a payment of two dollars **and seventy-five cents (\$2.75)** ~~(\$2.00)~~ per hour. Effective the first full

pay period in July ~~2019~~ **2023**, the payment will increase to two dollars and **ninety cents (\$2.90)** ~~fifty cents (\$2.50)~~ per hour. Bargaining unit employees who are asked to conduct a training session that is outside of their regular job responsibilities will receive Trainer pay for the duration of the class sessions.

### **Section 6.08 Interpreter Pay**

Effective the first full pay period in July ~~2018~~ **2022**, employees will receive a lump sum payment of ~~six hundred dollars (\$600.00)~~ per year beginning within thirty (30) days following their certification. ~~Effective the first full pay period in July 2019, employees will receive a lump sum payment of seven hundred dollars (\$700.00)~~ **seven hundred and eighty dollars (\$780.00)** per year beginning within thirty (30) days following their certification. **Employees certified in sign language will receive this lump sum payment within ninety (90) days following such certification, and yearly thereafter.**

### **Section 6.11 Notary Pay**

**Up to three (3) employees who are asked to provide notary services for others within the Office of the Sheriff shall receive a reimbursement of up to \$250.00 each year to cover the cost of maintaining their active notary status and stamp.**

## **ARTICLE 7 -- FRINGE BENEFITS**

- This Section increases the clothing allowance, modifies the language for discretionary leave and grants the DSA President full-time release to performing union business.

### **Section 7.01 Clothing Issue and Allowance**

B. Effective the first full pay period ~~beginning in July 1, 2018~~ **following July 1, 2022**, the annual uniform maintenance allowance will be increased to ~~seven hundred dollars (\$700.00)~~ **eight hundred dollars (\$800.00)** for Security Officers. These allowances will be paid in a single payment in July of each year.

C. Uniforms will be provided for the Mail Courier and effective the first full pay period following ~~the passage of legislation enacting this provision~~ **July 1, 2022**, the Mail Courier will ~~also receive a seven hundred dollar (\$700.00)~~ **an annual uniform allowance of eight hundred dollars (\$800.00)**. Thereafter, this allowance will be paid in a single payment in July of each year.

### **Section 7.05 Discretionary Leave**

Employees covered by this Agreement with three (3) or more years of service with the Office of the Sheriff **and/or with Prince George's County** shall be eligible for eight (8) hours of discretionary leave per wage reporting year plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) after seven (7) years of service. Eight (8) additional hours of discretionary leave (for a total of twenty-four (24) hours) will be granted after ten (10) years of service). Discretionary leave may be taken in increments of four (4) hours, must be requested and approved in advance, and unused discretionary leave cannot be carried over from one year to the next.

## Section 7.11 Presidential and Union Business Leave

C. The President of the DSA, or in his/her absence their designee, shall be granted full-time release ~~in accordance with the provisions set forth in the Collective Bargaining Agreement between the County and the Deputy Sheriff's Association (Sworn Unit)~~ **for the purpose of performing his/her full-time duties as President of DSA for the** ~~The duties of the President, or his/her designee,~~ **include but are not limited to administration of the Civilian Collective Bargaining Agreement and for conducting other DSA business.**

## ARTICLE 9 - COOPERATION

➤ Section 9.04 adds language to enable the union to send messages and notifications to its members via mailboxes and email in a standard format for union related communications.

### **Section 9.04 DSA Information Dispersal**

The Employer agrees to allow bulletin board space at reasonable locations in each physical structure for DSA newsletters, notices and literature. **DSA will be permitted to place union-related mail in mailboxes for union members. DSA will be allowed to send approved official electronic messages to its membership through the Chief Assistant Sheriff via DL-Sheriff Everyone email. DSA agrees to utilize a standard format to send its electronic messages, which will be used to send meeting notifications to its membership.**

## ARTICLE 10 – DISCIPLINE

➤ The language in paragraph B was amended to add clarity.

B. If in any case the employer believes that there is just cause to discharge, suspend or fine an employee, or cause the employee to forfeit accrued annual leave, the employer shall provide notice in writing to the employee and the DSA of its intent to take disciplinary action at least five (5) working days in advance of taking such action. One (1) copy of a notice of intent to take disciplinary action shall be hand-delivered to the employee's workstation (if possible, hand-delivered to the employee). ~~and~~ **If the employee cannot be contacted for personal service,** ~~another~~ copy of the notice shall also be sent to the employee by certified mail return receipt requested at the employee's last known address shown on the employee's personnel record. The employer shall make reasonable attempts to hand-deliver the notice referred to herein to the employee before sending such notice by mail. The notice will be considered to have been served upon the employee as of the date of mailing. When a notice of intent is served while an employee is on approved sick or annual leave or scheduled day off, the five (5) day period the employee has to respond will begin to run when the employee returns to work.

## ARTICLE 12 -- CAREER ADVANCEMENT

➤ This Article was amended to add clarity and update language to current practice.

A. Filling Vacancies. A "vacancy" is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee which the County/Office of the Sheriff intends to fill or which is created when the County/Office of the Sheriff determines its operational needs require additional bargaining unit employees **that are added to the agency complement.** Whenever a vacancy occurs, and the County/Office of the

Sheriff elects, in its discretion, to fill the vacancy through the competitive process, the County/Office of the Sheriff will advertise the specific position to bargaining unit employees by **electronically** posting a notice ~~at all work locations at places where notices to employees are customarily posted.~~ At the same time, DSA will be notified **electronically** of the vacancy. Any employee covered by this Agreement may apply for any vacancy, as defined in this section. In the event that a vacancy is to be filled from an existing register, if an employee is not already on the necessary eligibility register, he or she will be afforded the opportunity to take any test required to qualify for the eligibility register.

## ARTICLE 15 – HEALTH AND SAFETY

➤ This Article was amended to remove outdated language.

C. Health. The Sheriff agrees that the following actions will be taken provided such actions are funded by the County:

1. Extermination of insect and rodent infestation on a monthly basis at the Headquarters Building.

2. Provision of water dispensers for the Old Courthouse.

3. Provision of adequate heating and air conditioning in the Headquarters Building and Courthouse (including Intake).

~~4. Air filters will be changed periodically and floors will be mopped periodically with appropriate cleanser in Intake. In addition, a separate temperature control will be installed in Intake.~~

~~5. Placing of skid bars on the steps in intake.~~

6 4. The County will provide floor mats for security officers at each X-Ray machine location and ergonomic chairs for any employee who has a physician's prescription requiring one.

## ARTICLE 18 - TRAINING

➤ This Article was amended to remove outdated language.

Training will be provided for ~~Intake Technicians and Security Officer's~~ in officer survival and weapon identification.

## ARTICLE 20 - TRANSFER

➤ This Article changes the notice of transfer time to five days with an exception that it shall be provided two weeks prior for significant change in work location or work hours.

Notification of transfer shall be given no less than ~~two (2) weeks~~ **five (5) days** prior to the effective date of the transfer except when unusual operational needs necessitate less notice or the employee waives the ~~two-week~~ **five (5) days** notice requirement, **except that two weeks' notice shall be provided if there is a significant change in work location or a change in work hours.**

## ARTICLE 24 - DURATION

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

This Agreement shall become effective on July 1, ~~2020~~ **2022**, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, ~~2022~~ **2024**. This Agreement shall be automatically renewed from year to year after June 30, ~~2022~~ **2024**, unless either party shall notify the other in writing no later than October 1, ~~2024~~ **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.