



CB-80-2018 & CR-61-2018

**PRINCE GEORGE'S COUNTY GOVERNMENT**  
**OFFICE OF THE COUNTY EXECUTIVE**

**Rushern L. Baker, III**  
**County Executive**

September 4, 2018

The Honorable Dannielle M. Glaros  
Chair  
Prince George's County Council  
County Administration Building  
Upper Marlboro, Maryland 20772

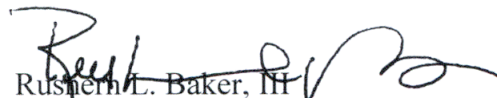
Dear Chair Glaros:

Prince George's County, Maryland (the County) and the Prince George's Correctional Officers' Association, Inc., (PGCOA) (Civilian Unit) have completed labor negotiations for a new labor agreement (the Agreement) covering Fiscal Years 2019 and 2020. The Agreement covers civilian employees in the Department of Corrections. 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 and Salary Schedule that accompanies the Agreement to be synchronized with the Council's enactment of the enclosed Council Bill.

Although the Agreement carries forward many of the terms and conditions of the County's previous labor agreement with the Prince George's Correctional Officers' Association, Inc., (Civilian Unit) the new Agreement contains a number of modifications. These modifications are listed for Council in the enclosed Settlement Summary for the Agreement.

The Council's expeditious and favorable consideration of this legislation is greatly appreciated. If further discussion of this matter is necessary, please contact my office or Stephanye R. Maxwell, Esq., CPM, Director of the Office of Human Resources Management, at 301-883-6344.

Sincerely,

  
Rushern L. Baker, III  
County Executive

Enclosures

Wayne K. Curry Administration Building, 1301 McCormick Drive, Largo, MD 20774  
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## SETTLEMENT SUMMARY

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

AND

PRINCE GEORGE'S COUNTY, MARYLAND

FISCAL YEARS 2019 & 2020

The following is a complete summary of modifications to the wages and benefits agreed to by the Prince George's Correctional Officers' Association, Inc., (PGCOA) (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 Years 2019 and 2020. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

### **ARTICLE 3 – PGCOA MEMBERSHIP AND CHECKOFF**

References to service fees in this Article were removed pursuant to the Supreme Court ruling in *Janus v. AFSCME Council 31* rendered on June 27, 2018.

### **ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE**

**New Paragraph D was added to study promotional and career opportunities for certain classes of work with a report of the recommendations to be issued in March 2019 as follows:**

D. The County will work with PGCOA, through the Department's Labor Management Committee to study the issue of promotional and career ladder opportunities for Paralegal Assistant I, II and III. A report of the jointly agreed upon recommendations will be issues no later than March 31, 2019.

### **ARTICLE 15 – DISCIPLINE**

**Paragraph I was amended to delete the word "initiate" and insert "issue a notice of" regarding the disciplinary action process to read as follows:**

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 aware of the occurrence) of the alleged infraction or violation of Departmental rules or regulations or of the Personnel Law.

### **ARTICLE 20 – SAFETY AND HEALTH**

**New sentence added at the end of Paragraph A regarding the resolution of issues in cases of emergency as follows:**

A. The County and PGCOA agree to cooperate to the fullest extent in the promotion of safety and health. Either the County or PGCOA may place safety and health issues on the agenda of the

Labor-Management Committee of Article 9. In cases of emergency, there will be a resolution as soon as practicable.

## **ARTICLE 24 – WAGES**

### **Cost of Living Increases, Merit Increases and Wage Scale Adjustments for Fiscal Year 2019 and Fiscal Year 2020:**

#### A. Cost of Living Increases

Employees covered by this Agreement will receive the following COLAs during the term of this Agreement.

FY 2019 -- Employees covered by this agreement will receive a 1.75% increase to their hourly rate of pay effective the first full pay period in January 2019.

FY 2020 -- Employees covered by this agreement will receive a 1.50% increase to their hourly rate of pay effective the first full pay period in January 2020.

#### B. Merit Increases

##### 1. Fiscal Year 2019

Employees covered by this agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2019 shall receive that merit step on their anniversary date during FY 2019 (July 1, 2018 - June 30, 2019).

##### 2. Fiscal Year 2020

Employees covered by this agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2020 shall receive that merit step on their anniversary date during FY 2020 (July 1, 2019 - June 30, 2020).

#### C. Wage Scale

5. Effective July 1, 2018, the maximum pay rates will be increased by three and one-half percent (3.5%).

6. Effective the first full pay period in January 2019, Salary Schedule Q will be adjusted at Q06 to reflect the County minimum wage of \$11.50 per hour. All other steps and grades will be adjusted accordingly.

There will be no other salary adjustments for the duration of this agreement.

**ARTICLE 25 -- CALL BACK, HOLIDAY, SHIFT, ACTING AND COURT PAY**

**Increase shift differential from \$2.50 to \$2.65 in C.1., and provide employees assigned to work the 1<sup>st</sup> and 3<sup>rd</sup> shifts with shift differential pay for all paid status hours:**

C. Shift Differential

1. Effective the first full pay period in December 2018, a shift differential of two dollars and sixty-five cents (\$2.65) per hour shall be paid for all non-overtime hours worked on the first (1<sup>st</sup>) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) and on the third (3<sup>rd</sup>) 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.

2. Employees assigned to work the first (1<sup>st</sup>) or third (3<sup>rd</sup>) shift shall receive shift differential pay for all paid status hours, including paid leave hours and holidays. However, for no employees shall shift differentials be used for the purpose of computing retirement deductions, and retirement and insurance benefits.

**ARTICLE 26 – CLOTHING ISSUE AND MAINTENANCE ALLOWANCE**  
**(For Property/Supply Clerks and Technicians)**

**Increase the uniform allowance from \$400.00 to \$500.00, to be paid in two equal installments (one in July and one in January). Amended language reads as follows:**

2. Effective Fiscal Year 2019, five hundred dollar (\$500.00) uniform maintenance allowance will be provided to all employees who are required to wear uniforms. All employees receiving this allowance must wear their uniform. The allowance will be paid in two equal installments, the first will be in July and the second in January.

**ARTICLE 31 – BEREAVEMENT LEAVE**

**Amend language to add and specify the term “family” with regard to the administration of Bereavement leave as follows:**

Bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first twenty-four (24) hours of bereavement leave taken upon the death of a family member, will be administrative leave rather than sick leave. The term “family” shall include the employee’s spouse, child (including biological, adopted, foster, stepchild, or legal ward), parent, parent-in-law, grandparent, grandchild, brother or sister. In the event of the death of any other member of the employee's family (brother- or sister-in-law, or son- or daughter-in-law), one working day will be administrative leave rather than sick leave.

**ARTICLE 42 – DURATION**

**Amend language to change effective dates of Agreement as follows:**

This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020. This Agreement shall be automatically renewed from year to year after June 30, 2020 unless either party shall notify the other in writing no later than October 1, 2019 (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.