

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session _____ 1991 _____

Bill No. _____ CB-106-1991 _____

Chapter No. _____ 87 _____

Proposed and Presented by _____ The Chairman (by request -
_____ County Executive) _____

Introduced by _____ Council Members Castaldi, Casula,
_____ Fletcher and Bell _____

Co-Sponsors _____

Date of Introduction _____ November 5, 1991 _____

BILL

AN ACT concerning

Collective Bargaining Agreement - Prince George's Correctional
Officers' Association, Inc.

FOR the purpose of approving the labor agreement by and between
Prince George's County and the Prince George's Correctional
Officers' Association, Inc. to provide for wage increases and
certain other terms and conditions of employment for personnel
classifications certified by the Prince George's County Public
Employee Relations Board.

BY repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(12),

The Prince George's County Code

(1987 Edition, 1990 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(12) of the Prince George's County Code be and the same are hereby repealed and reenacted with the following amendments:

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

(f) The following collective bargaining agreements are hereby adopted and approved:

(12) Declaration of Approval - Prince George's Correctional Officers' Association, Inc.

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and Prince George's Correctional Officers' Association, Inc. on [September 26, 1989] October 8, 1991, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the provisions of the labor agreement shall be retroactively effective to July 1, 1991.

Adopted this 26th day of November, 1991.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Richard J. Castaldi
Chairman

ATTEST:

Maurene W. Epps
Acting Clerk of the Council

APPROVED:

DATE: _____

BY: _____
Parris N. Glendening
County Executive

KEY:

Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that
remain unchanged.

AGREEMENT
MADE BY AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
PRINCE GEORGE'S CORRECTIONAL
OFFICERS' ASSOCIATION, INC.
July 1, 1991 - June 30, 1993

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PURPOSE

This Collective Bargaining Agreement ("Agreement") is entered into by Prince George's County, Maryland ("County") and The Prince George's Correctional Officers' Association, Inc. ("PGCOA"), and has as its purpose the promotion of harmonious relations between the County and PGCOA; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder.

The parties recognize that the employees covered by this Agreement are engaged in protecting the public safety and health and that any disruptions in the work place would endanger the public health and safety. In recognition of this fact, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise under the Agreement.

ARTICLE 1

RECOGNITION

The County recognizes the PGCOA as the sole and exclusive collective bargaining representative of the Prince George's County Department of Corrections' employees in the bargaining units for which it was certified by the Prince George's County Public Employee Relations Board for the purpose of negotiating wages, hours and other terms and conditions of employment, to wit:

Unit One - comprised of Correctional Officer Privates,
Correctional Officer Privates First Class and
Correctional Officer Corporals;

Unit Two - comprised of Correctional Officer Sergeants.

The County and the Union specifically recognize and understand that the employees covered by this Agreement are organized into the separate and distinct bargaining units noted above and that these units are referred to collectively in this Agreement solely for the limited purpose of "multi-unit bargaining" as specifically authorized by Section 13A-106(d) of the Labor Code.

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ARTICLE 2

MANAGEMENT'S RIGHTS

The County retains full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the County retains the right to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause; to relieve employees from duty because of lack of work; and to take any other action necessary to carry out the mission of the County.

ARTICLE 3

NON-DISCRIMINATION

The PGCOA and the County agree that this Agreement shall be applied equally to all employees covered by it without discrimination in any matter prohibited by law because of race, color, religion, creed, sex, political affiliation, country of national origin, physical handicap, marital status, age or labor organization affiliation and to promote and implement a positive and continuing program of equal employment opportunity.

ARTICLE 4

PGCOA MEMBERSHIP AND CHECKOFF

1. All employees covered by this Agreement who are members of the PGCOA, or who elect to become members of PGCOA, shall, pursuant to Paragraph 2, below, remain members of PGCOA for the duration of this Agreement. All employees covered by this Agreement who elect not to become members of PGCOA shall be required, as a condition of continued employment, to pay a service fee biweekly in an amount not greater than the dues paid biweekly by members of PGCOA, which fees shall be remitted to PGCOA.

2. Upon the receipt of a written, signed authorization from an employee covered by this Agreement, the County agrees to deduct from the employee's pay on a biweekly basis union dues or service fees and remit the due or service fees to the PGCOA. Such authorization

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shall be irrevocable and automatically renewed from year to year thereafter unless revoked pursuant to Section 13A-108(c) of the Labor Code. The PGCOA agrees to indemnify and hold harmless the County from any loss or damages resulting from the application of this Article.

ARTICLE 5

JOB SECURITY

From the signing date of the Settlement Agreement giving rise to this Agreement through June 30, 1993, no employee covered by this agreement will be furloughed or separated from employment as the result of a reduction-in-force.

ARTICLE 6

PGCOA LEAVE

Members of the Board of Directors of the PGCOA shall be granted administrative leave to attend Association Board meetings. Also, members of the PGCOA shall be granted administrative leave to attend conventions and conferences (including state seminars). In order to receive administrative leave to attend Board meetings, conventions and conferences, the Association must request the leave a reasonable period of time before it is to be used (in the case of conventions and conferences not less than ten (10) days before the leave is to begin). Requests for administrative leave under this Article are subject to the approval of the Director, with the understanding that the Director's approval will not be unreasonably withheld. Administrative leave to attend conventions and conferences shall be limited to no more than four (4) members on any one occasion, and leave to attend Board meetings shall be granted to up to nine (9) Board members. Administrative leave will be granted to the Association under this Article subject to the availability of hours in the PGCOA Leave Bank described below.

Where the PGCOA certifies (1) a list of employees covered by this Agreement who have authorized the transfer of their annual leave consistent with Section 13A-103(e) of the Labor Code and (2) the number of annual leave hours to be transferred per employee, the County will accept that certification and will transfer up to a maximum of 250 annual leave hours per fiscal year to a PGCOA leave bank of administrative leave. For each annual leave hour

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transferred to the leave bank, the County will credit to the bank an additional hour of administrative leave up to a combined total of 500 hours of administrative leave. Any hours remaining in the PGCOA leave bank at the end of the fiscal year shall be carried over for use in the next fiscal year.

Additional hours as submitted by its members shall go into the leave bank. Those additional hours may be used for PGCOA business on request to the Director and upon his approval (an such approval shall not be unreasonably withheld).

ARTICLE 7

LEAVE FOR NEGOTIATIONS

Employees (not to exceed six (6) in number) who, upon the request of PGCOA are excused from their regular assignment on the day of negotiations to attend meetings with representatives of the County, shall suffer no loss of pay or leave.

Members of the PGCOA negotiating team (not to exceed six (6) members) may be granted up to sixteen (16) hours of administrative leave each to prepare for negotiations. The Association must request the leave from the Director a reasonable period of time before it is to be used, and the request is subject to the Director's approval, which will not be unreasonably withheld.

The Director may, after the Association's request, grant additional leave to members of the negotiating team from the PGCOA leave bank described in Article 6, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

ARTICLE 8

CONTRACTING

Consistent with rights under the County Personnel Law, employees covered by this Agreement who have completed their probationary period shall not be terminated from employment with Prince George's County for lack of work as the result of outside contractors, temporary employees or civilian employees carrying out the duties normally performed by those employees.

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ARTICLE 9

PGCOA REPRESENTATION

- A. The PGCOA President shall not be assigned to duties for the Corrections Department but shall remain on the payroll of the Corrections Department for the purpose of performing full-time duties as PGCOA President. During this period, the President shall continue to accumulate seniority and shall receive all benefits as if he were fully on duty with the Department. Further, the PGCOA President will maintain the qualifications required for officers of his/her rank, which shall include, but are not limited to, the fulfillment of in-service training requirements and weapons qualification.

- B. If the PGCOA President is absent from normal duties as PGCOA President because of illness, vacation, or other reasons not related to his duties as President, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.

- C. If the PGCOA President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the PGCOA Board may designate in writing to the County a PGCOA member who shall act as PGCOA President in his absence. The County agrees that upon receipt of the written designation by the PGCOA Board, the County will place on administrative leave the PGCOA member so designated by the PGCOA Board in lieu of the President for each day that leave is announced.

ARTICLE 10

PGCOA STEWARDS

The PGCOA, through its President, shall represent all employees covered by this Agreement in the adjustment of their grievances, as set forth in ARTICLE 16, Grievance Procedure. The County will also recognize one steward on each shift. In addition, the PGCOA may designate up to two alternate stewards on each shift (who shall act only in the absence of the shift steward while on approved leave or days off). Stewards and alternate stewards will be permitted reasonable time to receive grievances under the following conditions:

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1. Stewards, or alternates, shall be the PGCOA's designated representative responsible for meeting with County representatives, for transmitting communications authorized by the PGCOA to the County and for receiving communications from the County on behalf of the PGCOA;
2. These activities shall not interfere with the work of other employees; and,
3. Stewards and alternates shall not leave their work without first receiving the approval of their appropriate supervisor (such approval shall not be unreasonably withheld).

The PGCOA promises to provide the Department with a list of stewards and alternates and to keep the list current. The Department will recognize only those Stewards and alternates whose names appear on the list.

ARTICLE 11

SENIORITY

For purposes of this Agreement, seniority means either:

- A. Departmental seniority, defined as an employee's length of continuous service with the Department of Corrections, which shall also include the employee's continuous service with the County's Sheriff's Department prior to the establishment of the County's Department of Corrections on January 1, 1978, so long as the employee assumed duties with the Department of Corrections on January 1, 1978; or,
- B. Seniority according to rank, defined as an employee's length of continuous service in his or her rank.

The County shall maintain seniority rosters of employees covered by this Agreement by each type of seniority. A copy of these seniority lists shall be posted and furnished to the PGCOA on January 1, April 1, July 1, and October 1 of each year.

Both types of seniority shall only be interrupted by a break in continuous service as listed below:

1. Voluntary resignation;

- 2. Retirement or disability termination;
- 3. Discharge for just cause; or,
- 4. Any other lawful termination of service.

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When an employee covered by this Agreement voluntarily resigns and is rehired into a job covered by this Agreement in the Department of Corrections within six (6) months from the employee's termination date, the employee will be placed on the seniority rosters with credit for his prior service but with no credit for the period of his absence.

When an employee covered by this Agreement lawfully terminates employment for any reason other than a voluntary resignation or just cause termination and is rehired into a job covered by this Agreement in the Department of Corrections, the employee will be placed on the seniority rosters with credit for his prior service but with no credit for the period of his absence.

Departmental seniority shall be a substantial factor to determine:

- 1. Annual leave approval, consistent with Article 37, Annual Leave.
- 2. Overtime Assignment, consistent with Article 21, Mandatory Overtime and Overtime Assignment.

Seniority according to rank shall be a substantial factor to determine:

- 1. Shift Assignment, consistent with Article 20, Work Hours.
- 2. Days Off, consistent with Article 20, Work Hours.

ARTICLE 12

PGCOA INFORMATION DISPERSAL

The County agrees to allow reasonable bulletin board space in each squad room, or another mutually agreeable location, for official PGCOA newsletters, notices, and literature.

ARTICLE 13

PGCOA PIN

An employee covered by this Agreement shall be allowed to wear a pin showing his/her PGCOA affiliation on the official Corrections Department uniform, in accordance with Departmental uniform regulations.

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ARTICLE 14

NOTICE OF CHANGES

In order to enhance communication between the parties and minimize misunderstandings and disputes, the Department will provide to PGCOA copies of any changes to general orders, benefits, written job descriptions and any other changes applicable to employees covered by this Agreement. Except under circumstances requiring immediate action, this shall be done not less than five (5) days prior to the implementation of changes, excluding Saturdays and Sundays. Where the County implements changes under circumstances requiring immediate action without five (5) days prior notice to the PGCOA, the County will promptly notify the PGCOA in writing of the changes made and of the circumstances which required the immediate action. This provision is for informational purposes and is not intended to restrict in any fashion the County's right, consistent with applicable law and this Agreement, to implement these types of changes.

ARTICLE 15

WORK STOPPAGES AND LOCKOUTS

During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by the County.

Failure of any employee to cross any picket line established at the Detention Center is a violation of this Article.

The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity and shall undertake all possible means to prevent or terminate any such activity. In the event of an illegal strike or other work disruption in violation of this Article, the Union shall promptly and publicly disavow such unauthorized conduct, order the employees covered by this Agreement to return to work, and assist the County in bringing about a prompt resumption of normal operations. No employees shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operations of the County

and the Detention Center shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility.

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ARTICLE 16

GRIEVANCE PROCEDURE

1. Any question arising out of and during the term of this Agreement involving its interpretation and application shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he, through the PGCOA President, within seven (7) working days after the occurrence of the violation, shall give written notice of the grievance to the Department. The written notice must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. The PGCOA President, the aggrieved employee and the Department's designated representative shall meet at a mutually agreeable time and endeavor to adjust the matter within seven (7) working days after timely notice has been given. The Department's designated representative shall respond to the PGCOA President not later than seven (7) working days after the meeting. If they fail to resolve the matter within the prescribed period, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the Grievance Procedure.

(b) Should the PGCOA or the County have a dispute with the other party and, if after conferring, a settlement is not reached within ten (10) working days after occurrence of the events giving rise to the dispute, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. If the grievance is not resolved under Step 1, and the grieving party elects to pursue the matter beyond Step 1, the PGCOA President and the aggrieved employee will meet at a mutually agreeable time with the Director of the Department of Corrections, or his designee, for the purpose of attempting to resolve the grievance within seven (7) working days after timely receipt of the written grievance. Should the parties fail to reach an agreement, the dispute may be referred to final and binding arbitration in accordance with the provisions of Step 3.

Step 3. (a) If the grievance shall have been submitted but not adjusted under Step 2, either the PGCOA President or the County may request in writing, within seven (7) working days after the grievance has been denied at Step 2, that the grievance be submitted to an arbitrator mutually agreed upon by them. The parties have mutually agreed that Seymour Strongin shall function as the

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permanent arbitrator with jurisdiction to hear and decide all arbitration issues contained in this agreement. In the event Mr. Strongin is permanently unable to serve, the County and the PGCOA shall request the American Arbitration Association to provide them with a list of arbitrators from which an arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitrator shall be borne by the losing party.

(b) Failure of the grieving party to adhere to the time limits established in this grievance procedure shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement.

ARTICLE 17

DISCIPLINE

The parties recognize that the Department has the right to discipline its employees pursuant to the Personnel Law and the Department of Corrections' policies and procedures regarding discipline. Matters relating to employee discipline are not subject to Article 16 (GRIEVANCE PROCEDURE) of this Agreement with the following exception. Before taking final action on any suspension, fine, termination, or their equivalent, of an employee covered by this Agreement, the Department will provide the PGCOA with an indicated copy of the written notice that it is required to send to the affected employee pursuant to Section 16-201(a)(1) of the Personnel Law. The PGCOA, at the request of the employee involved, may then refer the matter to Step 2 of the Grievance Procedure within five (5) days of receipt of its copy of the notice. If the matter is unresolved at the Step 2 meeting, the Department may then proceed with its proposed disciplinary action, and the PGCOA may refer the matter to Step 3 of the Grievance Procedure on behalf of the employee. In the event that the matter is referred to Step 3 of the Grievance Procedure by the PGCOA, the employee forfeits any right of appeal to the County Personnel Board.

In addition to the foregoing, the PGOA will receive an informational copy of any disciplinary notice up to and including a written reprimand given to an employee covered by this Agreement, but in no event are the notices or written reprimands subject to the Grievance Procedure contained in Article 16 of this Agreement.

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An officer who is interviewed or interrogated by the Department regarding any matter which might result in disciplinary action being taken against the officer shall be entitled to the following protections and rights:

1. Prior to any interview or interrogation of an officer who is the subject of an investigation, the officer will be notified in writing of the nature of the investigation;
2. At the request of the officer, the officer shall have the right to be represented by counsel or any other responsible representative of his choice, who may, at the officer's request, be present at all times during any interrogation or interview. Any interrogation or interview shall be suspended for a reasonable period of time until representation is obtained, not to exceed five business days unless approved by the Director;
3. A complete record either written, taped or transcribed shall be kept of the interrogation or statement of the officer;
4. Upon completion of the investigation, and upon request of the officer under investigation, or his counsel on his behalf, a copy of the record of his interrogation or statement shall be made available to him;
5. At the request of the officer, upon completion of an investigation, where disciplinary action is administered, the officer involved shall be notified of the name of any witnesses the Department relies on; and,
6. The parties also recognize that in some circumstances, where time is of the essence, the Department must comply with the foregoing only to the extent practicable.

ARTICLE 18

PERSONNEL LAW

All policies, procedures and benefits not specifically modified by this agreement shall be administered pursuant to the Prince George's County Personnel Law.

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ARTICLE 19

PERSONNEL FILES

The Personnel Records policy for employees covered by this Agreement shall be administered in accordance with the Personnel Law with the following exception:

At the employee's written request (which request shall not be made part of the personnel file), records of discipline up to a three day suspension, or its equivalent, will be removed from an employee's personnel file(s) eighteen (18) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the eighteen (18) month period. Written reprimands will be removed from an employee's personnel files(s) twelve (12) months after the reprimand is issued so long as the employee has not been disciplined for a related offense during the twelve (12) month period. Records shall be removed from both County personnel files and departmental personnel files.

The Department will issue a memorandum to remind employees who review or access personnel files of the requirements of the Personnel Law and Administrative Procedure 262 (Maintenance, Access, and Retention of Personnel Files). When the personnel file of an officer covered by this Agreement is reviewed or accessed by anyone other than the Director's Office and Internal Affairs, an access sheet in the officer's personnel file will be signed by the person who reviewed or accessed the file.

ARTICLE 20

WORK HOURS

The work week is the seven consecutive day period commencing with the first shift on Sunday and ending the last shift on the following Saturday. The standard number of hours in a pay period shall be 80 hours. Although employees covered by this Agreement may not be scheduled to work exactly eighty (80) hours in a given pay period, the number of regularly scheduled hours of work in a pay

period for employees covered by this Agreement shall average eighty (80) hours a pay period during the course of the year. An employee shall not normally be scheduled to work more than five (5) consecutive days without a two (2) consecutive day break.

The scheduled work day shall be inclusive of mealtime. In accordance with current practice, the meal provided at no cost to the employees covered by this Agreement shall not be included as a part of the wage paid to any employee.

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The Department may require employees covered by this Agreement assigned to the Bureau of Security to attend roll call fifteen (15) minutes prior to the commencement of their shift. For each day of attendance, employees will receive credit to their compensatory leave accounts at the rate of time and one-half or pay at straight-time at the option of the County. Employees will be permitted to schedule in advance at a mutually acceptable time one day of compensatory or annual leave in conjunction with one of their scheduled two day breaks during a regular six week schedule period.

The parties recognize that the County has the right to implement alternative shift plans, including rotating shifts, for employees covered by this Agreement, provided, however, that in the event management implements rotating shifts, changes in rotation will occur no more frequently than every eight (8) weeks. The County will provide the Association with at least twenty (20) days notice before implementing a permanent change in shift plans. The parties may place the matter on the agenda of the Labor-Management Committee for expedited discussions.

In determining shift assignments, the Department will take into account the shift preference of officers and, where officers express the same preference, attempt to resolve scheduling on the basis of seniority. The parties also understand and agree that, except as otherwise provided by this Agreement, decisions concerning shift assignments and scheduling rest solely with management and that these decisions are nonappealable through the grievance procedure.

ARTICLE 21

MANDATORY OVERTIME AND OVERTIME ASSIGNMENT

The parties recognize and understand that the County has the right to require employees covered by this Agreement to work overtime and that, to the extent reasonably possible, overtime work should first be covered by volunteers and then through the evenhanded assignment of mandatory overtime. Accordingly, the

parties agree to the following guidelines for the assignment of overtime work:

1. The Department will maintain voluntary and mandatory overtime rosters by seniority for each shift. The rosters will be read during roll calls before each shift so that officers will know where they stand vis-a-vis overtime.

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2. The Department will first try to cover its overtime work from the voluntary overtime roster. Work will be offered in seniority order to the most senior employee first.

3. If sufficient volunteers are not available for overtime work, the Department will make overtime assignments from the mandatory overtime roster. Mandatory overtime shall be assigned on a rotating basis by seniority with the junior employees first on the list. An officer who works a minimum of thirty (30) minutes mandatory overtime shall be considered as fulfilling his mandatory overtime obligation. Mandatory overtime will not be assigned to an officer if the officer is scheduled for approved leave or break the following day. The officer shall, however, remain at the top of the roster upon his return to work.

4. When assigning overtime work (both voluntary and mandatory) the Department will make reasonable efforts to accommodate the post preferences of employees by seniority order but it is not required, under this provision, to accommodate employee desires to work assigned posts which have been designated by the Director as permanent. The Department will notify the Association within thirty days after enactment of this contract as to which posts are permanent and will also provide the Association with notice of any changes in designation.

5. When scheduling overtime work, the County will make reasonable efforts to provide employees with as much advance notice as permitted under the circumstances.

6. Except in a case of emergency, as determined by the Department, no employee will be permitted or required:

- a. to work more than 16 consecutive hours; or
- b. to work two consecutive days of 16 consecutive hours.

It is the joint intention of the parties to keep the amount of overtime worked by employees covered by this Agreement to a minimum. Accordingly, the Department agrees to consider its overtime work experience in determining its manpower needs, and the PGCOA and its

members agree to help minimize the amount of overtime worked through such measures as carefully following all procedures for leave approval and avoiding the use of leave when it is not necessary (for example, scheduling doctors' and dentists' appointments on off-duty hours).

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ARTICLE 22

SAFETY AND HEALTH

Cooperation. The County and the PGOA agree to cooperate to the fullest extent in the promotion of safety and health. Either the County or the PGOA may place safety and health issues on the agenda of the Labor-Management Committee of Article 33.

Safety Officer. There shall be a safety officer from within the institution on a 24-hour basis to investigate accidents, find cause for accidents, make recommendations for the prevention of accidents, and to keep records and statistics of accidents. The safety officer, or his designee, shall be empowered to enforce his recommendations once they are approved by the Director.

Treatment of Injuries. The County agrees to pursue the establishment of a standardized procedure with the area hospital facilities, that would give immediate treatment to County Detention Center personnel who are injured on the job. This procedure shall be given to the PGOA.

Emergency Equipment. The County will provide to each Officer on duty two types of alarm devices: a radio equipped with an emergency alarm switch or button and a separate emergency device, such as the pen-like, ultrasonic device referred to as "Personnel Monitor" or "Scan Pen." Alarm devices offer means by which the Central Control Officer may dispatch immediate assistance in the event of an incident or disturbance which threatens the safety and security of staff or inmates. Officers are responsible for knowing and following the Department's procedures with regard to this equipment. The radio alarms will be checked for proper operation at the start of each shift.

The County will maintain the Personnel Monitors in proper working order and will ensure that the radios receive, transmit and function from all areas inside and around the outside of the facility.

The County will also supply each housing unit with a back-up battery and battery charger. Malfunctioning radios, Scan Pens, battery chargers and batteries will be repaired so they are in good working order or replaced within thirty (30) minutes of notification of their defective condition.

Pursuant to departmental procedures, in addition to the required visits per shift to each housing unit, the Zone Commander shall provide regular radio checks to the officer in each housing unit within the zone at least eight (8) times during the shift. Housing unit officers shall respond with a code which will be

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modified as needed (for example, when the code has been compromised). If the officer in the housing unit does not respond immediately to the radio check, a floor officer or sergeant shall be designated to respond immediately to that housing unit to verify the welfare and safety of the officer. If the floor officer or sergeant is unable to verify the safety of the officer, a Signal 13 (Officer in Trouble) Emergency shall be declared.

Emergency Response Procedure and Drills. The County will maintain procedures to provide immediate response to staff and inmates whose safety or security may be threatened. Each officer will be provided a copy of these procedures and will be responsible for knowing them and for carrying them out when required.

The objective of the Emergency Response Procedure is to provide that at least five (5) officers respond within sixty (60) seconds to each of two simultaneous Signal 13 (Officer in Trouble) Emergencies in two housing units in the same pod. The Department and the PGCOA pledge their cooperation to achieve this objective.

Emergency drills will be conducted (including fire drills) on each shift at least once a week. Following each drill a summary evaluation of the drill indicating the time and location of the test, the officers responding and the time it took to complete the drill will be made, and copies of these summary evaluations will be furnished to the PGCOA. Signal 13 drills shall be conducted at least three (3) times per month, per shift.

The Administrator of Security and the PGCOA President shall coordinate in the timing, the execution and the summary evaluation of at least one Signal 13 Emergency drill per shift, per month.

In the event that the Signal 13 objective is not accomplished on two (2) consecutive or two (2) out of any three (3) drills per shift, the safety officer and PGCOA shall each provide the other a written opinion as to the reasons for the drill failure within three (3) days of the last drill. The Labor-Management Committee will then meet in special session within three (3) days of the reports to

discuss and implement immediate corrective measures.

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ARTICLE 23

WAGES

A. FY92 and FY93. Effective the first full pay period beginning on or after April 1, 1992, employees covered by this Agreement will receive a seven percent (7%) increase in base hourly rates of pay.

B. Wage Scale for Correctional Officers. The parties agree to the administration of the Correctional Officer Wage Scale (the "D" scale) as described in Attachment A, attached hereto, which includes a three and one-half percent (3.5%) increase in the maximum pay rate at each grade for each year of the Agreement in addition to the wage increase described in paragraph A, above.

ARTICLE 24

HEALTH INSURANCE COVERAGE

Effective with contributions in June, 1991, for coverage beginning on July 1, 1991, the County shall contribute seventy-five percent (75%) to the cost of the County's Managed Care health insurance program for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

For those employees who elect to enroll in a prepaid group health plan or Health Maintenance Organization (HMO), the County's contribution shall be equal to the County's dollar contribution to the Managed Care health insurance program mentioned above. Participating employees shall contribute the dollar difference between the total contribution and the County's contribution.

The County shall contribute ninety percent (90%) to the County deductible prescription and optical care programs for any employee

who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).

ARTICLE 25

UNIFORMS AND PHYSICAL CONDITIONING

In order to foster the professional image of Prince George's County Correctional Officers, employees covered by this Agreement shall report for duty in uniforms which are clean and neat in appearance. New employees shall receive an original uniform issue (except shoes). The original uniform issue shall consist of:

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- 3 long sleeve shirts
- 3 short sleeve shirts
- 1 pair dress pants
- 5 pair summer pants
- 1 belt
- 1 lightweight jacket
- 1 jacket with lining
- 1 raincoat
- 1 winter hat
- 1 necktie
- 1 tie clasp
- 1 pair handcuffs
- 1 handcuff holder
- 1 radio holder
- 1 badge
- 2 name tags

Thereafter, employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, the County will provide nine hundred fifty dollars (\$950.00) per fiscal year in FY92 and FY93 to each unit member for the procurement, care and upkeep of uniforms. These respective sums will be paid in two equal installments in July and December of each fiscal year noted above and are not 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. Uniforms damaged in the line of duty will be replaced in accordance with Departmental policy.

Following enactment of the contract, the Labor-Management Committee, provided for in Article 33 of the agreement, will set as an agenda item the development of a proposed Departmental Policy on Physical Fitness for uniformed Correctional Officers. The policy shall include, but not be limited to, the following:

1. The standards of physical fitness and performance which all

Prince George's County Correctional Officers will be required to meet.

2. The frequency that officers will be required to demonstrate their ability to meet those standards.
3. Reasonable program(s) to be made available to officers to regain and/or maintain their physical fitness at or above the prescribed level.
4. A system of rewards and incentives to prompt individual officers or teams of officers to strive for and achieve high levels of physical fitness.

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5. An outline of progressive discipline for employees who fail to meet the prescribed minimum standards of physical fitness.

The parties also agree that employees who are covered by this Agreement will participate in the Department's physical conditioning program unless excused from participation for valid medical reasons.

In order to defray employee expenses associated with the program, employees covered by the Agreement will receive a physical conditioning supplement of one hundred seventy-five (\$175.00) per fiscal year in FY92 and FY93. This supplement will be paid in two equal installments in July and December of each fiscal year noted above and is not 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.

ARTICLE 26

OVERTIME COMPENSATION

Full-time employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their base hourly rate of pay for all hours worked at the direction of the County in excess of their regularly scheduled work hours.

Overtime will be paid in 15 minute increments for each quarter hour in which the employee works more than 5 minutes with the exception of the quarter hour following shift change, where the quarter hour will be paid if the employee works more than 10 minutes.

In addition, any employee who works overtime immediately before or immediately following his regular shift shall be compensated by an extra one-half (1/2) hour at the overtime rate for each increment

of four overtime hours worked.

At the option of the employee and with the approval of the County, an employee may elect to receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked. For purposes of this provision and other compensatory leave provisions of this Agreement, compensatory leave may be scheduled at mutually agreeable times but shall not be forfeited if not used.

There shall be no pyramiding of overtime or other premium rates; that is, only one overtime or premium rate will be paid for the same hours worked.

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ARTICLE 27

SHIFT DIFFERENTIAL

Effective the first full pay period beginning on or after July 1, 1989, a shift differential of one dollar fifteen cents (\$1.15) per hour shall be paid for all time worked on the first shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) and on the third shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee who works those shifts.

The shift differential shall be adjusted to one dollar forty cents (\$1.40) per hour effective the first full pay period beginning on or after July 1, 1990 and to one dollar sixty-five cents (\$1.65) per hour effective the first full pay period beginning on or after July 1, 1991. Notwithstanding the foregoing, during FY92 and FY93, employees will receive a shift differential of one dollar forty cents (\$1.40) per hour instead of one dollar sixty-five cents (\$1.65) per hour.

The shift differential provided herein is not 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.

ARTICLE 28

COURT TIME COMPENSATION

If, as a result of official actions taken during the normal course of employment with the Department, an employee covered by this Agreement is required to appear in Court while off duty, the employee will be paid a minimum of three (3) hours pay at the

overtime rate.

ARTICLE 29

CALL BACK PAY

An employee who is called back to work from off-duty by the County to perform operational duties and does in fact report during his off-duty hours shall be paid a minimum of three (3) hours at the applicable overtime rate of pay. This provision shall not apply to overtime situations, administrative hearings or disciplinary procedures. However, management will attempt to schedule such hearings and/or procedures during the duty hours of the employee or at a mutually agreeable time.

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ARTICLE 30

HOLIDAY OBSERVANCE AND PAY

County holidays listed in Section 16-219 of the Personnel Law shall be observed by employees covered by this Agreement on the dates designated by the County Executive, except as follows:

1. The Friday after Thanksgiving will also be recognized and observed as a holiday for the employees covered by this Agreement.
2. Employees covered by this Agreement who are assigned to the Bureau of Security shall observe the following holidays on their traditional dates of observance listed below:

New Year's Day	January 1
Martin Luther King's Birthday	January 15
Washington's Birthday	February 22
Independence Day	July 4
Columbus Day	October 12
Veterans Day	November 11
Christmas Day	December 25

When an employee's regularly scheduled day off coincides with the day of holiday observance, the employee shall receive an extra day's pay at straight time for the day, or, at the employee's option and with the approval of the County, another day off.

An employee required to work on the day of holiday observance which coincides with his regularly scheduled work day shall be paid for all hours actually worked on the holiday at the rate of one and

one-half (1 1/2) times his base hourly rate of pay in addition to his holiday pay. Any overtime hours worked on a holiday shall be paid at the applicable overtime rate.

An employee required to work on the day of holiday observance which coincides with his regularly scheduled day off shall be paid for all hours worked at one and one-half (1 1/2) times his base hourly rate. In addition, the employee shall receive another day off.

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ARTICLE 31

ACTING PAY

When an employee is assigned by management to work on a continuous basis in an acting capacity involving supervisory responsibility for a period greater than seven (7) consecutive working days, he shall be paid at a rate of pay which is equivalent to a two (2) 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 that rate until relieved.

When a Sergeant or Lieutenant in the Bureau of Security is absent from work, the Department will assign an officer of lower rank to act in that capacity. When an employee acts in such a capacity for more than a total of ten (10) days in any two (2) consecutive pay periods, he shall be paid for all subsequent hours worked in such a capacity at a rate of pay which is equivalent to a two (2) step increase or the minimum necessary to place the employee at the entry level of the supervisory level immediately above his rank. The officer shall receive acting pay for the hours worked in such a capacity until the officer has not been assigned to replace a Sergeant or Lieutenant for a period of seven (7) consecutive working days.

ARTICLE 32

TEC PAY

Effective July 1, 1989, all employees covered by this Agreement and permanently assigned to duties as canine officers will receive

an annual TEC pay supplement in the amount of two hundred fifty dollars (\$250.00) for each fiscal year covered by this Agreement. This sum will be paid in two equal installments in July and December of each fiscal year covered by this Agreement and is not 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.

ARTICLE 33

TRAINING

Both the County and the PGOA recognize that training of Correctional Officers is necessary for the proper performance of their duties. Accordingly, the Department will provide its Correctional Officers with sufficient training which will enable

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them to meet or maintain the standards for certification mandated by the Maryland Correctional Training Commission.

Before probationary employees are assigned to a regular post, they will receive preservice training in the following:

1. Principles and Dynamics of Direct Supervision Jails;
2. Interpersonal Communication Skills (IPC);
3. Legal Issues and the Use of Force;
4. Officer Conduct and Dress Codes;
5. CPR (Cardiopulmonary Resuscitation); and,
6. First Aid.

After receiving preservice training, a new officer will receive on-the-job training, during which the officer will be assigned to shift work at representative duty stations (posts) under the supervision of a trained officer to gain practical experience in carrying out the typical duties and responsibilities of the job.

During their probationary period, Correctional Officers must complete the State Training Academy as required by the Maryland Correctional Training Commission.

The parties will establish a standing Training Subcommittee of the Labor Management Committee for the purpose of making training needs assessments, making recommendations for training programs, and

evaluating the training program for employees covered by this agreement. Members of the Training Subcommittee will be the Deputy Director and Training Coordinator of the Department of Corrections, two permanent designees of the PGCOA, and the Training Director of the County Office of Personnel.

ARTICLE 34

SOP MANUAL

Copies of the Standard Operating Procedures (SOP) Manual shall be made available for employees' use, and each housing unit will have one. Each Manual will be kept up to date.

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ARTICLE 35

LABOR-MANAGEMENT COMMITTEE

The PGCOA President and two (2) other employees covered by this Agreement and designated by the PGCOA President shall participate with management on a Labor-Management Committee. The Committee may meet as issues arise, but not less than once a month unless so agreed by the parties. The parties shall give each other seven (7) days advance written notice of items they wish to have placed on the agenda. Reasonable administrative leave will be granted to prepare for and attend such meetings.

ARTICLE 36

STUDY COMMITTEES

Trial Board Joint Study Committee. A Joint Study Committee, comprised of equal numbers of representatives named by the County and the PGCOA, not to exceed a total of three (3) from each party, shall be established to study the feasibility of creating a trial board procedure for Category 3 and above disciplinary matters. At the conclusion of its study, but not later than six (6) months after the date the Committee first convenes, the Joint Committee shall make a report of its findings, with recommendations, if appropriate, to the Director of the Department.

Pension Alternatives Joint Study Committee. A Joint Study Committee, comprised of equal numbers of representatives named by the County and the PGOA, not to exceed a total of three (3) from each party, shall be established and shall meet quarterly to study pension alternatives for correctional officers. The scope of the study shall include the following: conversion of the State plan to a County plan; the twenty-five (25) year Municipal Corporation Law Enforcement Officers (MCLEO) plan; and, a supplemental wraparound plan. At the conclusion of its study, but not later than twelve (12) months after the date the Committee first convenes, the Joint Committee shall make a report of its findings, with recommendations, to the Director of the Department for forwarding to the Chief Administrative Officer.

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ARTICLE 37

ANNUAL LEAVE

The Department will make reasonable efforts to permit at least three (3) employees per shift to be off on annual leave at any one time. During peak vacation periods, that is, from Memorial Day through Labor Day and the Monday before Thanksgiving through January 10, the Department will make reasonable efforts to permit at least five (5) employees per shift to be off on annual leave at any one time.

In order to assist employees in planning their annual leave use, the Department will maintain and update a master schedule of approved leave for the next twelve months. The Department will accept written requests for annual leave.

Submissions will be made between the first and the tenth day of the months of December, March, June, and September. Leave requests will be acted upon by the twentieth of the month.

An employee will not be entitled to use more than a total of eighty (80) hours of annual leave during any peak period.

The Department will make reasonable efforts to resolve pending annual leave requests on the basis of departmental seniority.

The parties also recognize and understand that the foregoing are guidelines to be followed in the approval of annual leave and

that final decisions on annual leave rest solely with management. The parties also recognize that there may be times when approved annual leave may be canceled because of the operational needs of the Correctional Center.

An employee whose vacation approval is canceled will be reimbursed by the employer for the costs of any reservations he made after the approval of his vacation request provided that the employee provides adequate proof of the occurrence of such costs and such costs are non-refundable from the reservation agent, hotel, airline, etc. because of no error or omission on the part of the employee. Anyone whose leave is canceled will be permitted to select a replacement leave period in the next twelve months. This selection will not reduce the otherwise available leave slots.

This article shall also govern the use and approval of compensatory leave.

Effective July 1, 1989, a maximum of seven hundred twenty (720) hours or ninety (90) days of accumulated annual leave may be carried over from one (1) leave year to the next by employees covered by this Agreement.

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ARTICLE 38

SICK LEAVE

Sick Leave Use: Use of sick leave shall be governed in accordance with the Personnel Law and the County's Administrative Procedure with the following exceptions:

Requests for sick leave because of illness which incapacitates the employee must be made as far in advance as possible, but not later than one (1) hour before the scheduled starting time of the employee's work shift.

Documentation: The County may require proof of the reason for which sick leave was taken when the County has reasonable cause to believe that an employee may be abusing sick leave privileges.

Sick Leave Incentives/Unused Sick Leave Payments: Any employee covered by this Agreement who has not used sick leave during any of the eight consecutive twelve week periods covered by this Agreement (with the first period running from July 5, 1987 through September 26, 1987) shall be paid upon request for up to eight (8) hours of sick leave and those hours so paid will be deducted from the employee's sick leave balance. An employee covered by this Agreement who qualifies and elects this payment must notify the County in writing of his/her election within twenty-eight (28) days

of the close of any one of the twelve week periods specified herein.

Employees covered by this Agreement who terminate their employment with the County for nondisciplinary reasons shall be entitled to a lump sum cash payment for their accrued unused sick leave balance. Such payment shall be computed by taking the total number of unused sick leave hours as of separation, multiplying them by the final base hourly rate of pay and dividing that result by two. To qualify for payment under this provision, employees must provide the County with fourteen (14) days written notice of their termination. For employees who elect this payment, a zero sick leave balance shall be recorded upon separation, and the payment made shall be in lieu of receiving pension plan credit for unused sick leave or of retaining a sick leave balance in the event of return to County service.

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ARTICLE 39

DISABILITY LEAVE

The Department will designate a member of management to make an initial determination as to whether an injury qualifies for disability leave. Specifically, where an employee claims injury on the job and is unable to work, management will make an initial determination as soon as possible but not later than ten (10) working days after the claim was made. In cases where injury on the job is clearly indicated, the employee will be placed on disability leave immediately. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but not backcharged sick or annual leave for the period of time the employee was on disability leave. In cases where injury on the job is not clearly indicated, the process outlined in Administrative Procedure 284 (Administration of Employee Leave) will be followed.

ARTICLE 40

PERSONAL LEAVE

As provided by the Personnel Law, one paid personal leave day per leave year shall be granted to each employee eligible for annual

leave. The personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

ARTICLE 41

ADDITIONAL LEAVE PROVISION

When the County Executive closes the County offices for an entire day or any portion thereof, essential employees covered by this Agreement will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, employees who work the 3:00 p.m. to 11:00 p.m. shift and the 11:00 p.m. to 7 a.m. shift shall be granted the same number of compensatory leave hours (not to exceed 8 hours per employee per 24 hour period) as were granted in administrative leave to nonessential County employees. The 7:00 a.m. to 3:00 p.m. shift shall be granted compensatory time, hour for hour, from the time of closing to 3:00 p.m. For purposes of this Article, the County workday will be considered ended at 5:00 p.m.

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If the employee is directed by the County to work any number of hours over and above the employee's regular work shift during the aforementioned twenty-four (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the closing. Rather, the appropriate overtime rate, if any, shall apply to such hours.

Compensatory leave earned pursuant to this Article shall be used in accordance with the terms of this Agreement and applicable rules and regulations.

ARTICLE 42

SUPPLEMENTAL RETIREMENT BENEFIT

Section 1. Benefit Accrual and Amounts.

Effective July 1, 1990, employees covered by this Agreement shall commence participation in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program is determined as follows:

1. Benefit accrual is at the rate of 0.6% times the number of

years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 5.

- 2. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is 15% of the employee's average annual compensation, as determined pursuant to Section 5.

Section 2. Vesting.

A. Minimum Continuous Service Requirements

No employee covered by this Agreement shall be entitled to any benefit described in this Article 39 until the employee has completed a minimum of five (5) years of actual and continuous service as a Correctional Officer for Prince George's County.

B. Vested Benefit

An employee completing the minimum continuous service requirements of Subsection A. above shall be entitled to receive a monthly benefit as determined pursuant to Section 1.

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Section 3. Benefit Payment.

The benefit accrued by an employee under either Section 1 or Section 2, above, shall not be payable until the date on which the employee reaches twenty-five (25) years of actual and continuous service or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, or until the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County, whichever occurs later.

Section 4. Funding.

The cost of funding the supplemental retirement benefit described in this Article 39 will be shared by the employee and the County through regular contributions each pay period. The County shall contribute seventy-five percent (75%) of the total cost of providing the employee's benefit, and the employee shall contribute, through payroll deduction, the remaining twenty-five percent (25%).

Section 5. Definitions.

- A. Actual Service means service while employed as a Correctional Officer of Prince George's County.

Actual Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in a Memorandum of Understanding to be executed between the parties.

B. Average Annual Compensation means an amount computed by dividing by three the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

C. Compensation means the basic compensation actually received by an employee for service rendered as a Correctional Officer for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

D. Continuous Service means the most recent unbroken period of employment as a Correctional Officer for Prince George's County. Continuous Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in a Memorandum of Understanding to be executed between the parties.

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Section 6. Hold Harmless for Supplemental Retirement and Leave Payout.

For any employee covered by this Agreement who retires after July 1, 1991, "Average Annual Compensation" as that term is defined in Section 5. (Definitions), above, will be calculated as if the employee had received the seven percent (7%) cost of living increase set forth under Article 22 (WAGES), paragraph C. (FY92) of the original agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

Section 7. Supplemental Retirement Benefit Plan Modifications Effective June 30, 1993.

A. Effective June 30, 1993, the benefit accrual rate in Section 1 above shall be increased from 0.6% to 0.8% per year for up to twenty-five (25) years of service for an increase in normal benefit from fifteen percent (15%) to twenty percent (20%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of 1% per year for a total maximum benefit of twenty-five percent (25%).

- B. Effective June 30, 1993, in order to be eligible to begin receiving his or her supplemental retirement benefit pursuant to this Article, an employee will no longer have to wait until the date on which the employee reaches twenty-five (25) years of actual and continuous service or the date on which the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a correctional officer for Prince George's County. Rather, effective on or after said date, an employee will have the option of receiving his or her retirement benefit accrued pursuant to Sections 1 and 2 as amended by Section 7 A. above as of the date he or she reaches age 60. This new eligibility rule will be an option for each employee, and an employee will continue to have the option of receiving his or her supplemental retirement benefit as of the date he or she satisfies the twenty-five (25) year service requirement identified in Section 3 above regardless of age.

ARTICLE 43

ENTIRE UNDERSTANDING

The parties agree that the total results of their bargaining are embodied in this Agreement and no party signatory hereto is required to render any performance not set forth in the wording of this Agreement. The Agreement may be amended only by written agreement signed by the parties hereto.

ARTICLE 44

SAVINGS AND SEPARABILITY

It is not the intention of either the County or the PGCOA to violate any laws by the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. The County and the PGCOA agree that, if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will enter into negotiations promptly concerning the substance affected by such decision for the purpose of achieving conformity with the terms of any applicable law and the intent of the parties hereto.

ARTICLE 45

DURATION AND REOPENER

A. This Agreement shall become effective on July 1, 1991, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1993, unless reopened by the PGCOA in accordance with subparagraphs B or C below. This agreement shall be automatically renewed from year to year after June 30, 1993 unless either party shall notify the other in writing no later than October 1, 1992 (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.

B. This Agreement may be reopened by the PGCOA for the purpose of renegotiating (1) paragraph A (FY92 and FY93) of Article 23 (formerly 22) (Wages), (2) the first and third paragraphs of Article 25 (formerly 24) (Uniforms and Physical Conditioning), and (3) item 14 entitled "Master Correctional Officer Program" of the April 1991 Settlement Agreement if both of the following conditions are satisfied: (1) the actual revenues received by the County's entire

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General Fund (i.e., the revenue categories of Real Property Tax, Personal Property Tax, Income Tax, Transfer and Recordation Tax, Other Taxes, State Shared Taxes, Licenses and Permits, Use of Money and Property, Charges for Services, Intergovernmental, Miscellaneous, Other Financing Sources, and Outside Sources), but excluding any proceeds from interfund or outside borrowing, for the entire fiscal year 1991 (i.e., July 1, 1990 through June 30, 1991) exceeds nine hundred and eighty million dollars (\$980,000,000.00) and (2) the PGCOA gives notice of its intent to exercise its right to reopen this Agreement under this subparagraph B no later than October 15, 1991. The reopener allowed by this subparagraph B shall be for purposes of renegotiating the three provisions noted above for the fiscal year 1992.

C. This Agreement may be reopened by the PGCOA for the purpose of renegotiating (1) paragraph A (FY92 and FY93) of Article 23 (formerly 22) (Wages), (2) the first and third paragraphs of Article 25 (formerly 24) (Uniforms and Physical Conditioning), and (3) item 14 entitled "Master Correctional Officer Program" of the April 1991 Settlement Agreement if both of the following conditions are satisfied: (1) the actual revenues received by the portion of the County's entire General Fund (i.e., the revenue categories of Real Property Tax, Personal Property Tax, Income Tax, Transfer and Recordation Tax, Other Taxes, State Shared Taxes, Licenses and Permits, Use of Money and Property, Charges for Services, Intergovernmental, Miscellaneous, Other Financing Sources, and Outside Sources), but excluding any proceeds from interfund or outside borrowing, for the entire fiscal year 1992 (i.e., from July 1, 1991 through June 30, 1992) exceeds one billion and sixty million dollars (\$1,060,000,000.00) and (2) the PGCOA gives notice of its intent to exercise its right to reopen this Agreement under this subparagraph C no later than October 15, 1992. The reopener allowed by this subparagraph C shall be for purposes of renegotiating the three provisions noted above for the fiscal year 1993.

D. To effectuate the provisions of subparagraphs B and C above, the County shall provide the PGCOA, immediately upon their availability and in no event less than two weeks prior to the October 15, 1991 and October 15, 1992 deadlines referenced above, access to and copies of the nonprivileged financial records of the County to determine the amount of actual revenues received by the County's General Fund during the relevant periods of time referenced above. These financial records may be used by the PGCOA and its retained experts for the purposes specified herein, but otherwise shall remain confidential.

Signed this 8th day of October, 1991, in
Upper Marlboro, Prince George's County, Maryland.

FOR THE PRINCE GEORGE'S
CORRECTIONAL OFFICERS'
ASSOCIATION, INC.

FOR PRINCE GEORGE'S COUNTY

James L. Clark
President

Parris N. Glendening
County Executive

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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ATTACHMENT A

MIN-MAX System:

The MIN-MAX system in effect for all members of the bargaining unit on July 2, 1989 will be replaced by the following modified "MIN-MAX" system.

A. Effective July 14, 1991:

- 1. The minimum pay for each grade shall be established at the following rates, which are the same as the July 1, 1990 rates that were adopted by CR-97-1989:

1. Correctional Officer	D21	\$10.9853/hour
2. Correctional Officer First Class	D22	\$11.5345/hour
3. Correctional Officer Corporal	D23	\$12.1115/hour
4. Correctional Officer Sergeant	D25	\$13.3524/hour

- 2. The maximum pay for each grade shall be established at the following rates, which include a three and one-half percent (3 1/2%) increase above the previous maximum rates in effect on July 1, 1990.

1. Correctional Officer	D21	\$18.0543/hour
2. Correctional Officer First Class	D22	\$18.9571/hour
3. Correctional Officer Corporal	D23	\$19.9056/hour
4. Correctional Officer Sergeant	D25	\$21.9450/hour

- B. Effective the first full pay period beginning on or after July 1 in 1991 and 1992, the maximum pay rate for each grade shall be increased by three and one-half percent (3 1/2%).

- C. Merit Steps will have the value of three and one-half percent (3 1/2%).

- D. 1. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is one percent (1%) or less from the applicable maximum rate, the employee will have his salary rate adjusted to the applicable maximum rate.
- 2. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3 1/2%) from the applicable maximum rate, the employee, upon the satisfactory completion of one (1) additional year service, will have his salary rate adjusted

to the applicable maximum rate.

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- E. Steps for the purpose of promotions, demotions, discipline, and reallocations shall be at the rate of five percent (5%) and shall be governed by the Personnel Law.
- F. Employees covered by this Agreement who successfully complete the requirements for promotion to the rank of Correctional Officer First Class (PFC) during the period from July 1, 1991 through June 30, 1992 or to the rank of Correctional Officer Corporal (CPL) during the period from July 1, 1991 through June 30, 1993 will be promoted on the normal effective dates for those promotions and the time-in-grade in their new rank will accrue from that date. However, these officers will not receive the salary adjustment that normally accompanies those promotions. Rather, these officers will continue to receive the same rates of pay as they received in their former ranks (except for any subsequent cost of living and/or anniversary increases) until the date one year following the date on which their promotions to PFC or CPL ranks became effective. On those dates, these officers will be placed at the proper pay grades and steps for their rank.
- G. Additionally, the entry level salary rate for Correctional Officer Privates hired during the term of this Agreement shall remain at the minimum rate of pay in effect on July 1, 1991 for Grade D-21, notwithstanding the increase in the rates of pay otherwise resulting from the cost of living adjustment applied to Salary Schedule D on April 5, 1992. Such Correctional Officers hired during the term of this Agreement will receive whatever pay increases (merit or COL) they are otherwise eligible for at the time they occur. Further, for entry level Correctional Officer Privates hired during the term of this Agreement, the required minimum time-in-grade as a Correctional Officer Private to be eligible for promotion to the rank of Correctional Officer First Class (PFC) is increased from twelve (12) to eighteen (18) months.

I. Scheduled Pay Rates

SALARY SCHEDULE D
 SCHEDULE OF PAY GRADES (D21 - D26)
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 PRINCE GEORGE'S COUNTY, MARYLAND
 EFFECTIVE JULY 14, 1991

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
D21	HOURLY	10.9853	18.0543
	BIWKLY	878.82	1,444.34
	ANNUAL	22,849	37,553
D22	HOURLY	11.534	18.9571
	BIWKLY	922.7	1,516.57
	ANNUAL	23,992	39,431
D23	HOURLY	12.1115	19.9056
	BIWKLY	968.92	1,592.45
	ANNUAL	25,192	41,404
D24	HOURLY	12.7166	20.8998
	BIWKLY	1,017.33	1,671.98
	ANNUAL	26,451	43,472
D25	HOURLY	13.3524	21.9450
	BIWKLY	1,068.19	1,755.60
	ANNUAL	27,773	45,646
D26	HOURLY	14.0203	23.0424
	BIWKLY	1,121.62	1,843.39
	ANNUAL	29,162	47,928

The minimum hourly rates are the same as the July 1, 1990 minimum rates that were adopted by CR-97-1989. The maximum hourly rates are the July 1, 1990 maximum rates adjusted upwarded by 103.5% and rounded to the nearest hundredth of a cent. The hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

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 SALARY SCHEDULE D
 SCHEDULE OF PAY GRADES (D21 - D26)
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 PRINCE GEORGE'S COUNTY, MARYLAND
 EFFECTIVE APRIL 5, 1992

	<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
D21	HOURLY	10.9853	19.3181
	BIWKLY	878.82	1,545.45
	ANNUAL	22,849	40,182
D22	HOURLY	12.341	20.2841
	BIWKLY	987.35	1,622.73
	ANNUAL	25,671	42,191
D23	HOURLY	12.9593	21.2990
	BIWKLY	1,036.74	1,703.92
	ANNUAL	26,955	44,302
D24	HOURLY	13.6068	22.3628
	BIWKLY	1,088.54	1,789.02
	ANNUAL	28,302	46,515
D25	HOURLY	14.2871	23,4812
	BIWKLY	1,142.97	1,878.50
	ANNUAL	29,717	48,841
D26	HOURLY	15.0017	24.6554
	BIWKLY	1,200.14	1,972.43
	ANNUAL	31,204	51,283

The minimum hourly rate for D21 is the same as the minimum hourly rate for D21 effective July 14, 1991. The remaining hourly rates are the July 14, 1991 hourly rates multiplied by 107% and rounded to the nearest hundredth of a cent. The hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

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 SALARY SCHEDULE D
 SCHEDULE OF PAY GRADES (D21 - D26)
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 PRINCE GEORGE'S COUNTY, MARYLAND
 EFFECTIVE JULY 12, 1992

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
D21	HOURLY	10.9853	19.9942
	BIWKLY	878.82	1,599.54
	ANNUAL	22,849	41,588
D22	HOURLY	12.3419	20.9940
	BIWKLY	987.35	1,679.52
	ANNUAL	25,671	43,668
D23	HOURLY	12.9593	22.0445
	BIWKLY	1,036.74	1,763.56
	ANNUAL	26,955	45,853
D24	HOURLY	13.6068	23.1455
	BIWKLY	1,088.54	1,851.64
	ANNUAL	28,302	48,143
D25	HOURLY	14.2871	24.3030
	BIWKLY	1,142.97	1,944.24
	ANNUAL	29,717	50,550
D26	HOURLY	15.0017	25.5183
	BIWKLY	1,200.14	2,041.46
	ANNUAL	31,204	53,078

The minimum hourly rates are the April 5, 1992 rates. The maximum hourly rates are the April 5, 1992 rates adjusted upward by 103.5% and rounded to the nearest cent. The hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

