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COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session

1992

Bill No. CB-52-

1992

Chapter No.

49

Proposed and Presented by The Chairman (by request -

County

Executive)

Introduced by Council Members Bell and

Pemberton

Co-Sponsors

Date of Introduction July 7,

1992

BILL

AN ACT concerning

Collective Bargaining Agreement - Deputy Sheriff's Association
of Prince George's County, Inc. (Deputy Sheriffs)

FOR the purpose of amending the labor agreement by and between
Prince George's County and the Deputy Sheriff's Association of
Prince George's County, Inc., to provide for the deferral of

pay raises and other modifications in wages, hours and 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)(14),

The Prince George's County Code

(1991 Edition).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233 (f)(14) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments: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:

(14) Declaration of Approval - Deputy Sheriff's Association of Prince George's County, Inc.

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and the Deputy Sheriff's Association of Prince George's County, Inc., on October 8, 1991, and the amendment thereto dated May 6, 1992, hereby approves said agreement and the amendment thereto in accordance with the

provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act shall supersede the provisions of CB-13-1992.

SECTION 3. BE IT FURTHER ENACTED that this Act shall become effective forty-five (45) calendar days after it becomes law and that the provisions of the agreement shall be retroactively effective to July 1, 1991.

Adopted this 28th day of July, 1992.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Richard J. Castaldi
Chairman

ATTEST:

Joyce T. Sweeney
Acting Clerk of the Council

APPROVED:

DATE: _____

BY:
Parris N. Glendening
County Executive

KEY:

Underscoring indicates language added to existing law.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Prince George's County, Maryland (the County) and the Deputy Sheriff's Association of Prince George's County, Inc. (DSA). The purpose of this Memorandum is to amend the parties' current collective bargaining agreement covering the period from July 1, 1991 through June 30, 1993 (the Agreement) to provide for the deferral of pay raises and other modifications in wages, hours and other terms and conditions of employment, as set forth below:

1. ARTICLE 3 - WAGES

The cost of living adjustment scheduled for April, 1992 will be paid as follows:

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

Effective the last pay period beginning in May, 1992, employees covered by this Agreement will receive a one percent (1%) increase in their base hourly rates of pay.

Effective the first full pay period beginning on or after March 15, 1993, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

Effective the first full pay period beginning on or after June 1, 1993, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

Effective the last pay period beginning in June, 1993, employees covered by this Agreement will receive a two and one-half percent (2.5%) increase in their base hourly rates of pay.

2. SUPPLEMENTAL RETIREMENT BENEFIT ELIGIBILITY

ARTICLE 6 (SUPPLEMENTAL RETIREMENT BENEFIT) is amended by deleting the text of Section 6.03 (Benefit Payment) with the following:

The benefit accrued by an employee under either Section 6.01 or Section 6.02, above, shall not be payable until retirement at the earliest of the following:

1. the date on which the employee reaches twenty-five (25) years of actual and continuous service;
2. the date the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Deputy Sheriff for Prince George's County;
3. the date the employee reaches age fifty-five (55) and fifteen (15) years of service: or,
4. the date the employee reaches age sixty-two (62) and five (5) years of service.

3. ADDITIONAL LEAVE

ARTICLE 4 (SPECIAL SALARY RATES) is amended by adding a new Section 4.09 titled "Additional Leave Provision," as follows:

When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, 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, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to the number of hours of compensatory leave (not to exceed eight (8) hours per employee per twenty-four (24) hour period) equal to the number of hours of administrative leave granted to nonessential County employees. For purposes of this subsection, the County workday will be considered ended at 5:00 p.m.

If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing.

Rather, the appropriate premium rate, if any, shall apply to such hours.

Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations.

4. UNION PRESIDENT LEAVE AND LEAVE BANK

ARTICLE 5 (FRINGE BENEFITS) is further amended by deleting the text of Section 5.06 (Presidential and Union Business Leave) and replacing it with the following:

Subject to the conditions set forth herein, the President of the DSA and employees covered by this Agreement may be granted at the request of the DSA administrative leave for official DSA business for the purpose of attending workshops, conventions, conferences and seminars, and the DSA President, or his designee, will be granted administrative leave for the administration of this Agreement and for conducting DSA business. Where leave is requested for employees covered by this Agreement to attend workshops, conventions, conferences and seminars, the President of the DSA must deliver to the Office of the Sheriff a written request for the leave at least ten (10) working days before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which the leave is requested.

The County will provide five hundred (500) hours of administrative leave per fiscal year covered by this Agreement for attendance at workshops, conventions, conferences and seminars. No administrative leave will be granted pursuant to this section when the five hundred (500) hours has been used up during a fiscal year, and any unused balance of the five hundred (500) hours of administrative leave at the close of the fiscal year may not be carried forward for use during the next fiscal year.

All requests for administrative leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that the DSA will not request administrative leave under this section for business or activities that are detrimental to the Department.

5. LABOR MANAGEMENT COMMITTEE

ARTICLE 5 (FRINGE BENEFITS) is further modified by

adding a new Section 5.09 titled "LABOR MANAGEMENT COMMITTEE" as follows:

The DSA President and two (2) other employees covered by this Agreement and designated by the DSA president shall participate with management on a Labor-Management Committee. The Committee may meet as issues arise at times convenient to both parties, but not more than once a month unless so agreed by the parties. The party requesting a meeting of the Labor-Management Committee shall give the other party written notice of agenda item(s).

6. PENSION ALTERNATIVES JOINT STUDY COMMITTEE

ARTICLE 5 (FRINGE BENEFITS) is further modified by adding a new Section 5.10, titled "Pension Alternatives Joint Study Committee" as follows:

A Joint Study Committee, comprised of equal numbers of representatives named by the County and the DSA, not to exceed a total of three (3) from each party, shall be established and shall meet quarterly to study pension alternatives for deputy sheriffs. 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 Sheriff for forwarding to the Chief Administrative Officer.

7. ADD TO ATTACHMENT A, FIFTH PARAGRAPH:

Deputies covered by this Agreement who are promoted to the rank of Sergeant or Lieutenant during the period from the date of the signing of the Agreement until October 1, 1992 will continue to receive the same rates of pay they received in their former ranks (except for any subsequent cost of living and/or anniversary increases) until the first full pay period beginning on or after October 1, 1992.

Signed on this _____ day of _____, 1992 in Upper Marlboro, Prince George's County, Maryland.

Louis J. Oertly, President

Parris N. Glendening
County Executive

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:
