



PRINCE GEORGE'S COUNTY GOVERNMENT
OFFICE OF THE COUNTY EXECUTIVE

Rushern L. Baker, III
County Executive

May 11, 2016

The Honorable Derrick Leon Davis
Chairman
Prince George's County Council
County Administration Building
Upper Marlboro, Maryland 20772

Dear Chairman Davis:

Prince George's County, Maryland (the County) and the Deputy Sheriff's Association of Prince George's County, Inc. (DSA), have completed labor negotiations for a new labor agreement (the Agreement) covering Fiscal Year 2016. The Agreement covers sworn, Union employees in the Sheriff's Department. 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 that implements the Agreement.

Although the Agreement carries forward many of the terms and conditions of the County's previous labor agreement with DSA, 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 favorable consideration of this legislation is greatly appreciated. If you have any questions or concerns, please contact my office or Stephanye R. Maxwell, Esq., CPM, Director of the Office of Human Resources Management, at 301-883-6344.

Sincerely,

A handwritten signature in black ink, appearing to read "Rushern L. Baker, III".

Rushern L. Baker, III
County Executive

Enclosures

SETTLEMENT SUMMARY

PRINCE GEORGE'S COUNTY DEPUTY SHERIFF'S ASSOCIATION (SWORN)

AND

PRINCE GEORGE'S COUNTY, MARYLAND

FISCAL YEAR 2016

The following is a complete summary of modifications to the wages and benefits agreed to by the Prince George's County Deputy Sheriff's Association ("Union") and Prince George's County, Maryland ("County"), which are included in the parties' new collective bargaining agreement ("CBA"). The CBA is effective Fiscal Year 2016 and covers sworn employees within the Sheriff's Department. The Article within the new CBA where each modification appears is identified.

WAGES

Employees covered by this Agreement will not receive cost of living increases during the term of this Agreement unless the requirements set forth below are met.

1. All employees covered by this Agreement will receive a two percent (2%) increase in base wages only if the FY 2016 Total County Source General Fund Revenues (excluding fund balance, transfers in from other funds, and any dedicated revenue source by law for the Board of Education) are forecasted to be 103.5% above the published FY 2016 Spending Affordability Committee's General Fund Forecast, which after the previously mentioned exclusions equate to \$1,465 million. Specifically, payment will be made if the adjusted revenues exceed \$1,516.3 million in FY16. In the event that the published FY 2016 Spending Affordability Committee's General Fund Forecast does not reach 103.5% but does reach 102.5%, then all employees covered by this Agreement will receive a one percent (1%) increase in base wages.

2. The County will review revenue information in both December 2015 and March 2016, to determine if revenues are at the necessary levels to pay either a cost of living increase of two percent (2%) or one percent (1%). If sufficient revenue is available by December 2015, the above referenced two percent (2%) or one percent (1%) base wage increase will be paid in January 2016. If sufficient revenues are available in March 2016, the above referenced two percent (2%) or one percent (1%) base wage increase will be paid in April 2016.

3. Under no circumstance will an employee be allowed to receive an increase in base wages during Fiscal Year 2016 that is greater than two percent (2%).

B. Merit Increases

Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2015 through June 30, 2016 (i.e. Fiscal Year 2016), will receive that merit increase effective on the employee's anniversary date beginning on or after July 1, 2016 (i.e. Fiscal Year 2017). There will be no retroactive payment for these merit increases.

(ARTICLE 4, SECTION 4.01)

SPECIAL SALARY RATES

SHIFT DIFFERENTIAL

Employees who work the first shift will receive a 10 cent increase in their shift differential, from \$3.00 to \$3.10 per hour. Employees who work the third shift will receive a 5 cent increase, from \$1.90 to \$1.95 per hour.

(ARTICLE 5, SECTION 5.04)

The Field Training Officer pay will increase by .50 per hour, from \$4.00 to \$4.50 per hour.

(Article 5, Section 5.08)

STANDBY PAY

It amends the Standby Pay section by deleting Section 5.07 D which allows employees who are on an overnight extradition for one (1) or more nights to receive four (4) hours of compensatory leave for three (3) nights only.

(ARTICLE 5, SECTION 5.07D)

ADDITIONAL LEAVE PROVISIONS

It amends Section A. to include the language *during the period of closure* to clarify that an employee will receive one (1) hour of compensatory leave for each shift worked during the period of closure.

(ARTICLE 5, SECTION 5.09A)

It adds Section D which states with the approval of the Sheriff or designee, a deputy sheriff who is on overnight extradition shall receive extradition compensation of four (4) hours of compensatory leave for each overnight when he/she is on an overnight extradition of one (1) or more nights.

(ARTICLE 5, NEW SECTION 5.09 D)

FRINGE BENEFITS

CLOTHING ISSUE

It modifies this section to add an issue of a knit cap to the original uniform issue.

(ARTICLE 6, SECTION 6.01)

DISCRETIONARY LEAVE

It amends the years of service eligibility of employees for discretionary leave. It lowers the number of years of service with the Office of the Sheriff from three (3) to two (2) years for one (1) day of discretionary leave per wage reporting year. In addition to the one day of discretionary leave, it increases the number of allowable hours for additional hours of discretionary leave for additional years of service. After ten (10) years of service, employees shall be eligible for an additional twelve (12) hours of discretionary leave for a total of three and a half (3.5) days. This increases the number of hours from eight (8) hours or three (3) days to twelve (12) hours or three and half (3.5) days. Please note: The current agreement extends an additional day (1) day of discretionary leave for a total of two (2) days of discretionary leave after five years of service.

(ARTICLE 6, SECTION 6.07)

TEC PAY

It amends Section A to delete hostage negotiators and crisis management and adds crisis negotiators classification. It increases the canine handler supplemental pay from \$700.00 to \$1,200.00 per fiscal year.

(ARTICLE 6, SECTION 6.09A)

It strikes the requirement for Deputy Sheriffs who hold a Commercial Driver's License (CDL) to be assigned to the Bureau of Court Services in order to receive supplemental pay. Also, it eliminates the pro rate reduction based on months utilized, so that any employee who has the CDL in the beginning of the fiscal year will receive the full payment.

(ARTICLE 6, SECTION 6.09B)

INSURANCE PREMIUMS

This change updates the calendar year to include 2016. Also, the maximum amount an employee may contribute to a medical flexible spending account is changed to two thousand five-hundred fifty dollars (\$2,550.00) in accordance with federal law.

(ARTICLE 6, Section 6.12A, B, D, E & H)

SICK LEAVE BANK

The amendment adds the Sheriff's designee as an approver of the use of such sick leave.

(ARTICLE 6, SECTION 6.13B)

SUPPLEMENTAL RETIREMENT BENEFIT

It adds FY 2016 to the years that retiring employees will be held harmless for missed merits that they may have been eligible to receive.

(ARTICLE 7, SECTION 7.07)

It increases the number of years from five (5) years to ten (10) years that all new employees hired after April 30, 2016 must complete before they are vested.

(ARTICLE 7, SECTION 7.12 C.1)

It modifies the purchase of service with accrued leave for new employees hired after April 30, 2016. The new language increases the number of annual leave hours from forty (40) hours of annual leave to eighty (80) hours of annual leave needed to purchase one (1) month of additional creditable service and leaves the number of sick leave hours at eighty (80) hours.

(ARTICLE 7, SECTION 7.12 F.1)

It amends the Deputy Sheriff Pension Plan to add FY 2016 to the years that retiring employees will be held harmless for missed merits that they may have been eligible to receive.

(ARTICLE 7, SECTION 7.12 I.2)

COOPERATION

This new section requires the Office of the Sheriff to provide a roster of the bargaining unit members at the beginning of the year and an updated roster every six (6) months.

(ARTICLE 9, SECTION 9.03)

This new section requires the Office of the Sheriff to allow employees to wear a DSA/FOP pin on their official uniform shirt.

(ARTICLE 9, SECTION 9.04)

This new section provides for the Office of the Sheriff to provide DSA with at least ten (10) working days written notice of all proposed changes to the General Orders or Standard Operating Procedures. The intent of this provision is for informational purposes only.

(ARTICLE 9, SECTION 9.05)

EQUIPMENT

This change adds language that specifies that the Specialized Service Team (SST) will receive a certain type of protective ballistic vests that are fitted for the employees and it provides the time frame for the replacement of the vests.

(ARTICLE 12, SECTION A)

PROMOTIONS

There are two editing changes made to this section. One capitalizes the A in Appeal Board and the other capitalizes P in Personnel Board.

(ARTICLE 15, SECTION 15.02)

GRIEVANCE PROCEDURE

The change increases the number of days from seven (7) to ten (10) days that an employee has to file a grievance.

(ARTICLE 16, 1. STEP 1.)

ADDED SECTION: REVIEW AND EXPUNCTION OF PERSONNEL FILES

This new section requires the County to remove all derogatory information that is three (3) years or older from an employee's file, if requested in writing by the employee in accordance with LEOBOR.

(ARTICLE 23 - REVIEW AND EXPUNCTION OF PERSONNEL FILES)

DURATION

This Agreement shall become effective on July 1, 2015 unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2016. This Agreement shall be automatically renewed from year to year after June 30, 2016 unless either party shall notify the other in writing no later than October 1, 2016 (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.

(ARTICLE 24 – DURATION)