

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1995 Legislative Session

Bill No. _____ CB-95-1995

Chapter No. _____ 71

Proposed and Presented by Chairwoman MacKinnon (by request - County Executive)

Introduced by Council Members Estep, MacKinnon and Wilson

Co-Sponsors

Date of Introduction _____ October 24, 1995

BILL

AN ACT concerning

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

For the purpose of amending the labor agreement by and between Prince George's County and Prince George's Correctional Officers' Association, Inc. (PGCOA) to provide for wages 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

(1991 Edition, 1994 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George's County, Maryland, that Section 16-233(f)(12) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments: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:

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

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 [June 10, 1994] September 21, 1995, 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 agreement shall be retroactively effective to July 1, 1995.

Adopted this 21st day of November, 1995.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:
Anne T. MacKinnon
Chairwoman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____

BY:
Wayne K. Curry
County Executive

KEY:
Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

AGREEMENT

MADE BY AND BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

PRINCE GEORGE'S CORRECTIONAL

OFFICERS' ASSOCIATION, INC.

July 1, 1995 - June 30, 1996

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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.

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, sexual orientation, 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 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

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 and its members under this Article subject to the availability of hours in the PGCOA Leave Bank described below. If the meeting falls on the employees regular day off, the employee will be given hour for hour compensatory leave.

Where the PGCOA certifies (1) a list of employees covered by this Agreement will automatically have annual leave, or County compensatory leave, deducted consistent with Section 13A-103(e) of the Labor Code (the County will deduct compensatory leave before using annual leave), and (2) the number of annual or compensatory leave hours to be transferred per employee will be four (4) hours semiannually (January and June), the County will accept that certification and will transfer up to a maximum of one thousand five hundred (1500) annual or compensatory leave hours per fiscal year to a PGCOA leave bank of administrative leave. For each annual leave hour transferred to the leave bank, the County will credit to the bank an additional hour of administrative leave up to a combined total of three thousand (3000) 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/her approval (and such approval shall not be unreasonably withheld).

ARTICLE 6

LEAVE FOR NEGOTIATIONS

Employees (not to exceed eight (8) in number -- six (6) plus one (1) alternate for each unit) 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. If the meeting falls on the employee's regular day off, the employee will be given hour for hour compensatory leave.

Members of the PGCOA negotiating team (not to exceed eight (8) members) may be granted up to forty (40) 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 5, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

ARTICLE 7

CONTRACTING

Consistent with rights under the County Personnel Law, employees covered by this Agreement regardless of their tenure with the County will 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.

ARTICLE 8

PGCOA REPRESENTATION

- A. The PGCOA President or, in his or her absence, a duly designated acting 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 or, in his or her absence, a duly designated acting President shall continue to accumulate seniority and shall receive all benefits as if he/she were fully on duty with the Department. Further, the PGCOA President or, in his or her absence, a duly designated acting 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 or, in his or her absence, a duly designated acting President is absent from normal duties as PGCOA President or, in his or her absence, a duly designated acting President because of illness, vacation, or other reasons not related to his/her duties as President or, in his or her absence, a duly designated acting President, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.
- C. If the PGCOA President or, in his or her absence, a duly designated acting 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/her 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 9

PGCOA STEWARDS

The PGCOA, through its President or designee, shall represent all employees covered by this Agreement in the adjustment of their grievances, as set forth in Article 15, Grievance Procedure. The County will recognize one (1) steward on each shift at the Correctional Center. In addition, the PGCOA may designate up to two (2) alternate stewards on each shift (who shall act only in the absence of the shift steward while on approved leave or days off). At satellite facilities, such as Hyattsville, the County will recognize one (1) steward and one (1) alternate steward. Stewards and alternate stewards will be permitted reasonable time to receive grievances under the following conditions:

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. Stewards and alternate stewards will be provided twenty-four (24) hours of administrative leave during a steward's first year as a steward and sixteen (16) hours of administrative leave during a steward's second and third years as a steward to attend Shop Steward Training. Training will include, but will not be limited to: Personnel training, Trial Board training, Duties and Responsibilities of Shop Stewards, etc.

The PGCOA will coordinate with the Department the scheduling of Shop Steward Training by notifying the Department at least ten working days in advance of the training the names of the shop stewards who will attend and the course curriculum. Upon the completion of training, the PGCOA will certify the names of the stewards who completed the training.

ARTICLE 10

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 in the Roll Call Room and the Shift Commander's Office and furnished to the PGOA quarterly.

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.

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/her prior service but with no credit for the period of his/her 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/her prior service but with no credit for the period of his/her absence.

Departmental seniority shall be a dispositive factor to determine:

1. Annual leave approval, consistent with Article 36, Annual Leave.
2. Overtime Assignment, consistent with Article 20, Mandatory Overtime and Overtime Assignment.

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

1. Shift Assignment, consistent with Article 19, Work Hours.
2. Days Off, consistent with Article 19, Work Hours.

ARTICLE 11

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 12

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.

ARTICLE 13

NOTICE OF CHANGES

In order to enhance communication between the parties and minimize misunderstandings and disputes, the Department will provide to the PGCOA President, both PGCOA Vice-Presidents and the PGCOA Counsel 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 ten (10) working days prior to the implementation of changes, excluding Saturdays and Sundays. Where the County implements changes under circumstances requiring immediate action without ten (10) working 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 14

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 Correctional 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 Correctional 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.

ARTICLE 15

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/she is aggrieved by a violation of this Agreement, he/she, through the PGCOA President or designee, 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 or designee, 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 or designee 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 or designee 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 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 16

DISCIPLINE

The parties recognize that the Department has the right to discipline its employees pursuant to the Personnel Law and the Department policies and procedures regarding discipline.

Matters relating to employee discipline for an offense subject to a penalty greater than a written reprimand will be subject to the following procedures:

Before each disciplinary action is imposed, the officer shall be entitled to a hearing by a hearing board which shall be conducted in accordance with the Departmental policies and procedures.

The disciplinary action of the Director may not be appealed to the Personnel Board or taken to arbitration, but may be appealed to the Circuit Court for Prince George's County, Maryland pursuant to the Maryland Rule 7- 201 et seq. Any party aggrieved by the decision of the Circuit Court may appeal to the Court of Special Appeals.

Any officer may waive in writing any or all of his/her rights provided in this Article, or under any policy and procedure issued hereunder.

- A. An officer who is interviewed or interrogated by the Department regarding any matter which might result in disciplinary action shall be entitled to the following protection(s) and rights:
1. Prior to any interview or interrogation an officer who is the subject of an investigation 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/her choice who shall be

present at all times during any interrogation or interview. The interrogation shall be suspended for a reasonable period of time not to exceed five (5) working days

until representation is obtained, unless an extension is granted by the Director or his/her designee.

3. A complete record, either written, taped or transcribed, shall be kept of the complete interrogation or statement of the officer.
 4. Interrogating sessions shall be conducted at a reasonable hour for reasonable periods, and shall be timed to allow for any personal necessities and rest periods as are reasonably necessary.
 5. All questions directed to the officer under interrogation shall be asked by and through one interrogator during any interrogating session.
 6. The officer shall be completely informed of all of his/her rights prior to the commencement of the interrogation.
- B. An investigation which could lead to such disciplinary action shall be completed within thirty (30) days of the officer's interrogation and within ninety (90) days of the initiation of the investigation, whichever is less, unless extended by the Director or his/her designee for good cause.
- C. Upon completion of the investigation and not less than ten (10) days prior to any hearing, the officer under investigation, and his/her representative or counsel, shall be provided with the following:
1. A disciplinary notice containing all charges and specifications which states that the officer is entitled to a hearing on the charges and specifications by a hearing board as well as the time and place of the hearing.
 2. A list of witnesses to be called by the Department at the hearing.
 3. A copy of any statements and documentary evidence along with any exculpatory information in the possession of the Department to be used for the sole purpose of defending the officer, but not including the identity of confidential sources, or the report of investigation.
- D. Administrative Hearing Boards
1. One (1) member Administrative Hearing Boards will hear appeals from summary punishment recommendations (minor infractions) that do not exceed a loss of two (2) days annual leave or a fine not to exceed one hundred fifty dollars (\$150.00).
 2. Three (3) member Administrative Hearing Boards will hear all disciplinary action recommendations (major infractions) where the potential punitive action may

- exceed those of one (1) member boards.
3. An official record, including testimony and exhibits, shall be kept of the hearing.
 4. Both the Department and the officer shall be given ample opportunity to present evidence and argument with respect to the charges and specifications, with the Department having the burden of proof. Both may be represented by counsel.
 5. Evidence which possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs shall be admissible and shall be given probative effect. The Hearing Board conducting the hearing shall give effect to the rules of privilege recognized by law, and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence. All records and documents which any party desires to use shall be offered and made a part of the record. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.
 6. The Department and the officer shall have the right of cross- examination of the witnesses who testify, and may submit rebuttal evidence.
 7. A Hearing Board may utilize its experience, technical competence, and specialized knowledge in the evaluation of the evidence presented.
 8. The Chair of the Hearing Board shall have the power to administer oaths or affirmations and to request on behalf of either party or on its own behalf the attendance and testimony of witnesses, and the production of books, papers, records, and documents as may be relevant or necessary. Upon failure to comply with such requests made on behalf of the Board itself, the Board may enforce its requests through the County Council by issuance of a subpoena. Parties seeking to enforce their requests shall do so by requesting the County Council to issue subpoenas.
 9. The decision of the Hearing Board shall be in writing and shall be accompanied by findings of fact. The findings consist of a concise statement upon each issue in the case. A finding of guilty should be based on a preponderance of evidence. A finding of not guilty terminates the action. If a finding of guilt is made, the hearing board shall reconvene the hearing, receive relevant information as factors before making its recommendations to the Director. A copy of the decision and accompanying findings and conclusions, along with written recommendations for action, shall be delivered promptly to the officer, his/her attorney, the PGCOA, and the Director.
- E. The written recommendations as to punishment are not binding upon the Director. Within thirty (30) days of the hearing, the Director shall review the findings, conclusions and recommendations of the Hearing Board, consider the officer's past job performance as a

factor, and issue final disciplinary action. Before the Director may increase the recommended penalty of the hearing board, he/she personally shall review the entire record

of the hearing board proceedings, shall permit the officer to be heard, and shall state the reason for increasing the recommended penalty.

- F. A Department of Corrections Policy and Procedure will be developed outlining in detail the operation and functions of the Administrative Hearing Board process.
- G. The development of any subsequent changes of this Policy and Procedure will be accomplished through the Labor-Management Committee with approval by the Director, Department of Corrections.

In addition to the foregoing, the PGCOA and its designated counsel shall receive an information copy of any disciplinary notice given to an employee covered by this Agreement, but in no event are the notices subject to the Grievance Procedure contained in Article 15 of this Agreement.

This Article 16 shall become effective on the date the legislation to approve this Agreement becomes effective.

ARTICLE 17

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.

ARTICLE 18

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 (3) 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 and written counselings (not to include written counselings done in conjunction with an officer's performance evaluation) 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 an annual 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 19

WORK HOURS

The work week is the seven (7) 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 eighty (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. Unless a schedule is proposed pursuant to paragraph 4 of this article which would require employees covered by this agreement in the Bureau of Security (except specialty units) to work a schedule different from the current schedule, all members of unit two will continue to work a schedule of five (5) eight (8) hour days with two (2) consecutive days off, one of which will be a Saturday or Sunday with the exception of two (2) unit two Officers per shift who will be off during the week.

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.

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 (1) day of compensatory or annual leave in conjunction with one of their scheduled two (2) day breaks during a regular six (6) week schedule period. An officer attending mandatory training and/or court appearance will not lose his/her shift differential.

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) working days notice before implementing a permanent change in shift plans, including pilot programs. 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 20

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.

2. The Department will first try to cover its overtime work from the voluntary overtime roster. The volunteer roster will be made accessible to volunteers to sign up for overtime. 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/her 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/her 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 (30) 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 Director or Deputy Director, no employee will be permitted or required:

- a. To work more than sixteen (16) consecutive hours; or,
- b. To work two (2) consecutive days of sixteen (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).

ARTICLE 21

SAFETY AND HEALTH

Cooperation. The County and the PGCOA agree to cooperate to the fullest extent in the promotion of safety and health. Either the County or the PGCOA may place safety and health issues on the agenda of the Labor- Management Committee of Article 34.

Safety Officer. There shall be a safety officer from within the institution on a twenty-four (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/her designee, shall be empowered to enforce his/her 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, in compliance with MOSH regulations, that would give immediate attention to County Correctional Center personnel who are injured on the job or who suspect exposure to an airborne or highly infectious and contagious disease on the job. Nothing herein shall reduce benefits or coverage under Workers' Compensation laws or regulations. This procedure shall be given to the PGCOA.

Emergency Equipment. The County will provide to each officer on duty two (2) 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 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 -- with available ERT officers as primary responding officers -- respond within sixty (60) seconds to each of two (2) simultaneous Signal 13 (Officer in Trouble) Emergencies in two (2) 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 Emergency drills shall be conducted at least three (3) times per month, per shift.

The Administrator of Security and the PGCOA President or designee shall coordinate in the timing, the execution and the summary evaluation of at least one (1) 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.

ARTICLE 22

WAGES

A. FY96. No employee covered by the Agreement will receive a cost of living adjustment during the period from July 1, 1995 through June 30, 1996.

B. Employees covered by this Agreement who would otherwise be entitled to receive a merit step (anniversary) increase during the period from July 1, 1995 through June 30, 1996 will not receive one and will forgo it.

C. 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.

ARTICLE 23

HEALTH INSURANCE COVERAGE

The County shall contribute seventy-five percent (75%) to the cost of the County's health insurance program (CountyCare Choice) 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), their contribution shall continue at \$3/\$6/\$9 for coverage through June, 1995. Effective in June, 1995 for July, 1995 coverage, the employee contribution rate will increase to twenty percent (20%).

Notwithstanding the above, upon ratification of the agreement, the employee contribution rate for HMO coverage will be fifteen percent (15%) for FY96.

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 24

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:

- 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
- 1 dress blouse
- 2 glove pouches
- 1 dress hat and hat badge
- 1 scan pen

For K9/ERT:

- 3 BDUs

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 one thousand dollars (\$1,000.00) to each unit member for the procurement, care and upkeep of uniforms. These respective sums will be paid in two (2) 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.

Notwithstanding the previous paragraph during FY96 (July 1, 1995 through June 30, 1996) employees covered by this Agreement will receive a uniform allowance of five hundred dollars (\$500.00).

Following enactment of the contract, the Labor-Management Committee, provided for in Article 34 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.
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 dollars (\$175.00) per fiscal year in FY94 and FY95. This supplement will be paid in two (2) 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.

Notwithstanding the previous paragraph, during FY96 (July 1, 1995 through June 30, 1996) employees covered by this Agreement will receive a physical conditioning supplement of eighty-seven dollars and fifty cents (\$87.50).

ARTICLE 25

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 fifteen (15) minute increments for each quarter (1/4) hour in which the employee works more than five (5) minutes with the exception of the quarter (1/4) hour following shift change, where the quarter (1/4) hour will be paid if the employee works more than ten (10) minutes.

In addition, any employee who works overtime immediately before or immediately following his/her regular shift shall be compensated by an extra one-half (1/2) hour at the overtime rate for each increment of four (4) 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 (1) overtime or premium rate will be paid for the same hours worked.

ARTICLE 26

SHIFT DIFFERENTIAL

A shift differential of one dollar eighty-five cents (\$1.85) 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 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 27

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 28

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/her 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, except as provided otherwise in the following paragraph. However, management will attempt to schedule such hearings and/or procedures during the duty hours of the employee or at a mutually agreeable time.

When an officer is required by the Department to appear as a witness on behalf of the Department at an administrative hearing or disciplinary proceeding, including a trial board, the Department, where feasible, will adjust the officer's work schedule to permit the officer to appear

during scheduled work hours. Where that is not feasible, the officer will be compensated in compensatory leave at the time and one-half (1 1/2) rate for the time the officer is required by the Department to appear. When the Department requires an officer to attend an administrative hearing or disciplinary proceeding, including a trial board during off duty hours as a witness on behalf of the charged officer, the witness will receive compensatory leave at the straight time rate for the time he is required to attend the trial board.

ARTICLE 29

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 Correctional Officer	February 22
Memorial Day	1st Sunday in May
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/her 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/her base hourly rate of pay in addition to his/her 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/her regularly scheduled day off shall be paid for all hours worked at one and one-half (1 1/2) times his/her base hourly rate. In addition, the employee shall receive another day off.

During FY96, the holiday pay provisions contained in the three paragraphs immediately above will be adjusted as follows:

When an employee's regularly scheduled day off coincides with the day of holiday observance, the employee shall receive County compensatory leave at straight time for the day.

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

Further during FY97, notwithstanding the third and fourth paragraphs above, the following two paragraphs will govern the payment for work on holidays.

An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled work day shall be paid for all hours actually worked on the holiday at the rate of one (1) time his/her base hourly rate of pay plus one-half (1/2) hour of annual leave in addition to his/her 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/her regularly scheduled day off shall be paid for all hours worked at one (1) time his/her base hourly rate plus one-half (1/2) hour of annual leave. In addition, the employee shall receive another day off.

Correctional Officer Memorial Day will be recognized and observed as a holiday for the employees covered by this Agreement. Notwithstanding the foregoing, an officer required to work on the day Correctional Officer Memorial Day is observed shall receive compensatory leave at the rate of one and one-half (1 1/2) times the hours actually worked on the holiday in addition to the officer's holiday pay. When the employee's regularly scheduled day off coincides with the day Correctional Officer Memorial Day is observed, the employee shall be given another day off.

ARTICLE 30

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/she 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 any Sergeant or Lieutenant in the Bureau of Security is absent from work, the Department will assign where feasible an officer of equal rank to that capacity. If that is not feasible the Department will assign an officer of lower rank to act in that capacity. When an employee acts as a Sergeant or Lieutenant in the Bureau of Security for more than a total of ten (10) days in any two (2) consecutive pay periods, he/she 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/her 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 31

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. Effective July 1, 1994, all employees covered by this Agreement and permanently assigned to ERT duties will receive an annual TEC supplement in the amount of two hundred fifty dollars (\$250.00). This sum will be paid in two (2) 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 32

TRAINING

Both the County and the PGCOA 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 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);
6. First Aid; and,
7. Airborne and infectious diseases.

During their probationary period, Correctional Officers must complete the Department's new officer training program including the minimum training required by the Maryland State Training Commission.

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.

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 (2) permanent designees of the PGCOA, and the Training Director of the County Office of Personnel.

ARTICLE 33

P&P MANUAL

Copies of the Policy and Procedures (P&P) Manual shall be made available for employees' use, and each Zone Commander will have one. Each Manual will be kept up to date by the day shift Zone Commander. The Department will provide the PGCOA with two (2) copies of the P&P Manual.

ARTICLE 34

LABOR-MANAGEMENT COMMITTEE

The PGCOA President or his designee 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 35

STUDY COMMITTEES

Peace Officer 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 recognizing Peace Officer status for Uniformed Correctional Officers. At the conclusion of its study, the Joint Committee shall make a report of its findings, with recommendations, if appropriate, to the Director of the Department for forwarding to the Chief Administrative Officer for consideration not later than twelve (12) months after the date the Committee first convenes.

Day Care 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 providing day care for the children of Correctional Officers. At the conclusion of its study, the Joint Committee shall make a report of its findings, with recommendations, if appropriate, to the Director of the Department for forwarding to the Chief Administrative Officer for consideration not later than twelve (12) months after the date the Committee first convenes.

ARTICLE 36

ANNUAL LEAVE

The Department will make reasonable efforts to permit at least five (5) employees from unit one and two (2) employees from unit two per shift to be off on annual leave at any one (1) 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 seven (7) employees from unit one and two (2) employees from unit two per shift to be off on annual leave at any one (1) 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 (12) months. The Department will accept written requests for annual leave.

Submissions will be made between the first (1st) and the tenth (10th) day of the months of December, March, June, and September. Leave requests will be acted upon by the twentieth (20th) 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/she made after the approval of his/her 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 (12) months. This selection will not reduce the otherwise available leave slots.

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

A maximum of one thousand (1,000) hours or one hundred twenty-five (125) days of accumulated annual leave may be carried over from one (1) leave year to the next by employees covered by this Agreement.

ARTICLE 37

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, under normal conditions, 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 consecutive twelve (12) week periods covered by this Agreement 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 (12) 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 (2). 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 (0) 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.

An incentive program to reduce sick leave abuse will be referred to the Labor-Management Committee for study and to make recommendations on a program to the Director. Before a program is implemented, a secret ballot election for the employees covered by this Agreement will be conducted in conjunction with the distribution of paychecks, and implementation will depend on an affirmative vote of the majority of those voting.

ARTICLE 38

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 (all hours working, including breaks, will be considered) 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 39

PERSONAL LEAVE

Two (2) paid personal leave days 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 40

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 eight (8) hours per employee per twenty-four (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.

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 41

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 (25) 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 fifteen percent (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 41 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.

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 41 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%). In addition, effective July 1, 1995, the employee contribution for employees hired before July 1, 1995 will be increased by an amount equal to one percent (1%) of the employee's annual salary and the employer contribution will be decreased accordingly. Effective July 1, 1995, the contribution for employees hired on or after July 1, 1995 will be increased by an amount equal to two percent (2%) of the employee's annual salary, and the employer contribution will be decreased accordingly.

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 (3) 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.

Section 6. Hold Harmless Provisions For Supplemental Retirement and Leave Payout.

- A. FY92 COLA. 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.
- B. FY94 Merit. For any employee covered by this Agreement who retires after July 1, 1993, "Average Annual Compensation" as that term is defined in Section 5. (Definitions), above, will be calculated as if the employee had received any step increase the employee would otherwise have received during the first year of this Agreement but for the deferral of such step increase. 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 one percent (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 7A. above as of the date he or she reaches age sixty (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.

Section 8. Correctional Officer Pension Plan.

A. Establishment of the Plan

Employees covered by this Agreement may elect to commence participation in the Correctional Officer Pension Plan (the Plan) (established by amending the Supplemental Retirement Benefit Plan) in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan described in Sections 1 through 7, above.

The Plan is effective July 1, 1996. Establishment of the Plan is contingent on approval of the Plan by the County Council and the State and is also contingent on the transfer of the appropriate assets from the State Retirement/Pension Systems to the County.

The parties agree to establish a Pension Implementation Committee to monitor the progress in the implementation of the new Correctional Officer Pension Plan. The Committee will be comprised of equal members from the County and the PGCOA (at least one member from each bargaining unit). The Committee will meet at least quarterly but more frequently if necessary.

B. Benefit Accrual and Amounts

1. Normal Benefit - 50% Retirement at 25 Years of Service

Normal Benefit accrual is at the rate of two percent (2%) 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 (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 8.F., below. Additional benefit accrual may be earned for years twenty-six (26) through (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is 61%.

2. Disability Benefit

a. Job Related

The benefit for a job related disability is fifty percent (50%) of the employee's average annual compensation, as determined pursuant to Section 8.F., below.

b. Non-Job Related

The benefit for a non-job related disability is twenty-five percent (25%) of

the employee's average annual compensation, as determined pursuant to Section 8.F., below. To be eligible for the benefit, the employee must have completed five (5) years of actual and continuous service as a Prince George's County Correctional Officer.

3. Cost Of Living Increases

- a. In January of each year, beginning in January, 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund."
- b. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in paragraph 3.c., below.
- c. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to paragraph 3.a., above, provided:
 1. Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.
 2. The maximum increase provided shall not exceed \$100.00 per month.
 3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten dollar (\$10) benefit increase.
- d. Any amount in the "post-retirement increase fund" described in paragraph 3.a. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 3.c.2 or less than an amount necessary to provide the minimum benefit described in paragraph 3.c.3. will be transferred (returned) to the general pension fund assets.
- e. The phrase "actuarially calculating the lifetime benefit" in subparagraph 3.c., above, means that the Plan's actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund

(the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

C. Vesting

1. Minimum Continuous Service Requirements

No employee covered by this Agreement shall be entitled to a normal benefit provided by the Plan 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.

2. 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 8.B.1.

D. Benefit Payment

The benefit accrued by an employee under either Section 8.B.1. or 8.C., above, shall not be payable until the latest of the following:

- 1) the date on which the employee reaches either twenty-five (25) years of actual and continuous service or age fifty-five (55), whichever occurs earlier; or,
- 2) the date on which the employee either reaches age fifty-five (55) 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, whichever occurs earlier; or,
- 3) the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County.

E. Funding

The cost of funding the Plan 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%). In addition, effective July 1, 1996, the contribution for employees hired before July 1, 1995 will be increased by an amount equal to one percent (1%) of the employee's annual salary, and the employer contribution will be decreased accordingly. Effective July 1, 1996, the contribution for employees hired on or after July 1, 1995 will be increased by an amount equal to two percent (2%) of the employee's annual salary, and the

employer contribution will be decreased accordingly.

F. Definitions

1. 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 the Memorandum of Understanding executed between the parties pursuant to Section 5.A., above.

2. Average Annual Compensation means an amount computed by dividing by two (2) the compensation actually received by an employee during whatever period of twenty-four (24) consecutive months of continuous service will provide the largest total compensation for any such period.

3. 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.

4. 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 the Memorandum of Understanding executed between the parties pursuant to Section 5.A., above.

ARTICLE 42

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 43

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 44

DURATION AND REOPENER

This Agreement shall become effective on July 1, 1995, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1996.

If during Fiscal Year 1996 any County employee covered by a collective bargaining agreement receives (a) a merit increase (that was not offset by an equivalent elimination of a merit increase in Fiscal Year 1995 or by other savings, for example, those resulting from the permanent elimination of positions through a reduction-in-force), (b) a COLA or other similar increase in his/her base hourly rate of pay and/or (c) a reduction in the employee pension contribution rate, the Union may reopen this agreement for the sole and limited purpose of negotiating to make such (a) merit increase, (b) COLA or other similar increase in the base hourly rate of pay and/or (c) reduction in the employee pension contribution rate applicable to this agreement.

This Agreement shall be automatically renewed from year to year after June 30, 1996 unless either party shall notify the other in writing no later than October 1, 1995 (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.

Signed this _____ day of _____, 1995, in Upper Marlboro, Prince George's County, Maryland.

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

FOR PRINCE GEORGE'S COUNTY

Frederick M. Guss
President

Wayne K. Curry
County Executive

ATTACHMENT A

MIN-MAX System:

The MIN-MAX system in effect for all members of the bargaining unit on July 14, 1991 has been replaced by the following modified "MIN-MAX" system.

A. In effect on July 1, 1995:

1. The minimum pay rates are the same as the March 5, 1995 rates:

1.	Correctional Officer	D21	\$12.4168/hour
2.	Correctional Officer First Class	D22	\$13.0373/hour
3.	Correctional Officer Corporal D23		\$13.6896/hour
4.	Correctional Officer Sergeant D25		\$15.0922/hour

2. The maximum pay rates are the same as the March 5, 1995 rates:

1.	Correctional Officer	D21	\$21.1209/hour
2.	Correctional Officer First Class	D22	\$22.1771/hour
3.	Correctional Officer Corporal D23		\$23.2868/hour
4.	Correctional Officer Sergeant D25		\$25.6725/hour

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

C. 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/her 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/her salary rate adjusted to the applicable maximum rate.

D. 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.

E. Correctional Officers First Class who would have been eligible to sit for promotional examinations in FY95 and who successfully complete the requirements to advance to the rank of Correctional Officer Corporal will be placed in that rank retroactive to May, 1995, but will defer the wage increase associated with the promotion until one year after the date

of promotion. Upon that date, these officers will be placed at the proper pay grades and steps for the rank of Correctional Officer Corporal.

SALARY SCHEDULE D
 SCHEDULE OF PAY GRADES (D21 - D26)
 PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
 PRINCE GEORGE'S COUNTY, MARYLAND
 IN EFFECT JULY 1, 1995

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	
D21 - Correctional Officer	HOURLY	12.4168	21.1209
	BIWKLY	993.34	1,689.67
	ANNUAL	25,827	43,931
D22 - Correctional Officer First Class	HOURLY	13.0373	22.1771
	BIWKLY	1,042.98	1,774.17
	ANNUAL	27,118	46,128
D23 - Correctional Officer Corporal	HOURLY	13.6896	23.2868
	BIWKLY	1,095.17	1,862.94
	ANNUAL	28,474	48,437
D24	HOURLY	14.3735	24.4498
	BIWKLY	1,149.88	1,955.98
	ANNUAL	29,897	50,856
D25 - Correctional Officer Sergeant	HOURLY	15.0922	25.6725
	BIWKLY	1,207.38	2,053.80
	ANNUAL	31,392	53,399
D26	HOURLY	15.8470	26.9564
	BIWKLY	1,267.76	2,156.51
	ANNUAL	32,962	56,069

The hourly rates are the rates which were effective on March 5, 1995. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.