



Rushern L. Baker, III  
County Executive

# PRINCE GEORGE'S COUNTY GOVERNMENT

## OFFICE OF THE COUNTY EXECUTIVE

September 4, 2018

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

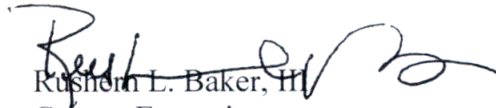
Dear Chair Glaros:

Prince George's County, Maryland (the County) and the Prince George's Correctional Officers' Association, Inc., have completed labor negotiations for a new labor agreement (the Agreement) covering Fiscal Years 2019 and 2020. The Agreement covers Sworn, Union employees in the Department of Corrections. Transmitted herewith for the County Council's consideration are the Agreement and the Council Bill necessary to enact the Agreement into law. Also attached is a copy of the Resolution and Salary Schedule that accompanies the Agreement to be synchronized with the Council's enactment of the enclosed Council Bill.

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

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

Sincerely,



Rushern L. Baker, III  
County Executive

Enclosures

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## SETTLEMENT SUMMARY

### PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC. AND PRINCE GEORGE'S COUNTY, MARYLAND

#### FISCAL YEARS 2019 & 2020

The following is a complete summary of modifications to the wages and benefits agreed to by the Prince George's Correctional Officers' Association, Inc., ("Union") and Prince George's County, Maryland ("County"), which are included in the parties new collective bargaining agreement ("CBA"). This CBA is effective for Fiscal Years 2019 and 2020 and covers sworn employees within the Department of Corrections. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

#### **ARTICLE 4 – PGCOA MEMBERSHIP AND CHECKOFF**

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

**Paragraph B was amended to include employees both currently and previously covered, with the stipulation that employees outside of the bargaining unit are not included.**

B. Upon the receipt of a written, signed authorization from an employee currently or previously covered by this Agreement (not including employees who are outside of the bargaining unit), the County agrees to deduct from the employee's pay on a biweekly basis Association dues and remit the dues to 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. PGCOA agrees to indemnify and hold harmless the County from any loss or damages resulting from the application of this Article.

#### **ARTICLE 19 – WORK HOURS**

**Paragraph B was amended to increase the annual meal per diem from \$400.00 to \$450.00 in FY2019 and to \$500.00 in FY20.**

B. The scheduled workday 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. Effective July 1, 2018 employees at the Regional Processing Center including the Regional Sergeants and the outside detail officers shall receive a four hundred and fifty-dollar (\$450.00) allowance per year for meal per diem. Effective July 1, 2019 the meal per diem per year will be increased to five hundred dollars (\$500.00). This allowance will be paid with the annual uniform allowance. Unless otherwise noted, this sum 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 22 -- WAGES**

**Cost of Living increases, Merit increases, and adjustment to the Wage Scale.**

A. Cost of Living Adjustments (COLA).

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

Employees will receive a two percent (2%) increase to their base wages effective the first full pay period in January 2019.

Employees will receive a two percent (2%) increase to their base wages effective the first full pay period in January 2020.

B. Merit Increases.

Effective July 1, 2018, employees who are eligible to receive merit increases will receive them on their anniversary date in FY 2019.

Effective July 1, 2019, employees who are eligible to receive merit increases will receive them on their anniversary date in FY 2020.

C. Wage Scale for Correctional Officers. The parties agree to the administration of the Correctional Officer Wage Scale (the "D" scale) and the modifications thereto as described below and in Attachment A, attached hereto:

9. The minimum and maximum rates will be increased in accordance with the COLAs for Fiscal Years 2019 and 2020, as set forth in Section A of this Article (Article 22 - Wages). In addition, effective July 1, 2018, the maximum rates will be increased by three and one-half percent (3 ½%).

**ARTICLE 24 -- UNIFORMS AND PHYSICAL CONDITIONING**

**Increase the uniform allowance from \$1,300.00 to \$1,350.00 in FY19 and to \$1,400.00 in FY20, to be paid in two equal payments (one in July and one in January of each year respectively). Amended language reads as follows:**

Employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, during Fiscal Year 2019, the County will provide one thousand three hundred fifty dollars (\$1,350.00) to be paid in two equal payments (one in July 2018 and one in January 2019) to each unit member for the procurement, care and upkeep of the uniforms. For Fiscal Year 2020, the uniform allowance will be one thousand four hundred dollars (\$1,400.00) to be paid in two equal payments (one in July 2019 and one in January 2020). Unless otherwise noted, this allowance will be paid in July of each fiscal year 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. Uniforms damaged in the line of duty will be replaced in accordance with Departmental policy.

#### **ARTICLE 26 – SHIFT DIFFERENTIALS**

**Increase the shift differential pay from \$2.60 to \$2.75 for the first and third shifts.**

A. Effective the first full pay period beginning January 2019, a shift differential of two dollars and seventy-five cents (\$2.75) 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.

#### **ARTICLE 31 – TEC PAY**

**Increase the TEC pay to officers permanently assigned to ERT from \$1,000.00 to \$1,100.00 in FY19 and to \$1,200.00 in FY20.**

A. Beginning the first full pay period of July 2017, all employees covered by this Agreement and permanently assigned to duties as canine officers, Honor Guard (increase is from \$0 to \$600), Fire Arms Instructors, regional processing officers, CISM team members and permanently assigned transport officers will receive an annual TEC supplement in the amount of six hundred dollars (\$600.00). Eligible employees may not receive a TEC supplement greater than six hundred dollars (\$600.00) pursuant to this provision except as noted below. For example, Fire Arms Instructors who are also assigned to Honor Guard will be limited to a TEC annual supplement of six hundred dollars (\$600.00). Effective the first full pay period in July 2018, officers permanently assigned to ERT will receive one thousand one hundred dollars (\$1,100.00) annually. Effective the first full pay period in July 2019, officers permanently assigned to ERT will receive one thousand two hundred dollars (\$1,200.00) annually.

#### **ARTICLE 32 – TRAINING**

**Language amended to include the addition of one (1) FTO Lieutenant per shift.**

1. Field Training Officer (FTO) Compensation

Employees covered by this Agreement who are assigned as Field Training Officers will receive forty (40) hours of compensatory time per academy class. In addition, a minimum of three (3) FTO Sergeants and one (1) FTO Lieutenant per shift will receive forty (40) hours of compensatory time per academy class.

#### **ARTICLE 46 -- DURATION AND REOPENER**

**Language amended to reflect effective dates of the Agreement.**

A. This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020.

B. This Agreement shall be automatically renewed from year to year after June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.