

SETTLEMENT SUMMARY

DEPUTY SHERIFF'S ASSOCIATION OF PRINCE GEORGE'S COUNTY, INC. (CIVILIAN UNITS)

AND

PRINCE GEORGE'S COUNTY, MARYLAND

FISCAL YEARS 2021 & 2022

The following is a complete summary of modifications to the wages and benefits agreed to by the Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units), ("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 2021 and 2022 and covers Civilian employees within the Office of the Sheriff. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

ARTICLE 2 – ORGANIZATIONAL SECURITY

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

All employees covered by this Agreement who are members of the DSA or who elected to become a member of the DSA shall remain members of the DSA for the duration of this Agreement. ~~Except as provided below, all employees covered by this Agreement who elect not to become members of the DSA shall be required, as a condition of continued employment, to pay a service fee in an amount not greater than the dues paid by members of the DSA which shall be remitted to the DSA.~~ Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1997, and who has never elected to become a member of the DSA, shall not be subject to the dues deduction ~~and service fee~~ provisions of this Article.

ARTICLE 5 -- BASE SALARY RATE

- This Article provides the terms for COLAs, merits, maximum wage scale increase and retroactive COVID-19 Hazard Pay.

Section 5.02 Wages

A. Wage Adjustments

Employees covered by this agreement shall not receive a cost of living adjustment in Fiscal Year 2021 and Fiscal Year 2022.

B. Merit Increases

1. There will be no merit increases in FY 2021.

2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase in FY 2022, will receive a merit increase on their anniversary date.
3. Employees covered by this Agreement who were otherwise eligible to receive a merit increase in FY 2021 will receive a merit increase effective the last full pay period in FY 2022. There will be no retroactive payment for the FY 2021 merit.

C. Min – Max Rates

Effective the first full pay period in January 2022, the maximum rates will be increased by three and one half percent (3.5%). Employees who were at the maximum of the scale, but would have otherwise been eligible for a merit increase between July 1, 2021 and the date of the increase, will receive the 3.5% increase in the first full pay period of 2022.

D. Retroactive COVID-19 Hazard Pay

Essential Public Facing employees that reported to work from September 27, 2020 through April 24, 2021 will be entitled to receive \$350 per pay period of COVID-19 Hazard Pay. For an employee to receive the \$350 COVID-19 Hazard Pay, an employee must have worked 75% of their scheduled hours. If an employee worked less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. For purposes of clarity, an *essential public facing* employee is one who, during the performance of their assigned duties, must have had substantial direct contact with the public and other employees thus increasing their risk of exposure to COVID-19. Telework hours do not qualify for this provision.

Essential Non-Public Facing employees that reported to work from September 27, 2020 through April 24, 2021 will be entitled to receive \$200 per pay period of COVID-19 Hazard Pay. For an employee to receive the \$200 COVID-19 Hazard Pay, an employee must have worked 75% of their scheduled hours. If an employee worked less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. For purposes of clarity, an *essential non-public facing* employee is one who, during the performance of their assigned duties, may have had incidental contact with the public or other employees. Telework hours do not qualify for this provision.

ARTICLE 6 -- SPECIAL SALARY RATES

- Modifications to these Sections provide for an updated holiday list, clarifying language for the observation of Police Memorial Day and adds a Section to provide a lump sum payment for employees who maintain an NCIC Instructor Certification to be able to train others.

Section 6.02.01 Holiday Observance

- B. The holidays established by the Personnel Law are listed below:

New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Juneteenth Day, Labor Day, ~~Columbus~~ Native American Day, Veterans Day, Thanksgiving Day, Christmas Day, Presidential Inauguration Day (every four (4) years), and County Employees' Appreciation Day.

Section 6.02.03 Special Pay Provision: Police Memorial Day

A. Employees covered by this Agreement who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section 6.02.02 (Holiday Pay) above.

~~B. When Police Memorial Day falls on a Saturday, it shall also be observed on the previous Friday. When Police Memorial Day falls on a Sunday, it shall also be observed on the following Monday. Employees who work both the day the holiday falls on and the day it is observed shall be entitled to subparagraph A benefits only as to the first such scheduled day of work.~~

Section 6.10 NCIC Trainer Certification Pay

Effective July 2021, employees who maintain MPCTC NCIC Instructor Certification and who are available to train other employees will receive a lump sum payment of \$700 per year during the first full pay period of the fiscal year.

ARTICLE 7 -- FRINGE BENEFITS

- This Section increases the amount of union business leave per fiscal year from 250 to 500 hours.

Section 7.11 Presidential and Union Business Leave

B. The County will provide five hundred (500) ~~two hundred fifty (250)~~ hours of union business leave per fiscal year covered by this Agreement for attendance at workshops, conventions, conferences and seminars, and for conducting union business. Union members may use up to forty (40) hours of the five hundred (500) ~~two hundred and fifty (250)~~ hours for contract negotiation preparation provided that no more than four (4) hours per employee can be taken during a workday. No union business leave will be granted pursuant to this Section when the five hundred (500) ~~two hundred and fifty (250)~~ hours has been used up during a fiscal year, and any unused balance of the five hundred (500) ~~two hundred and fifty (250)~~ of union business leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for union business leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that the DSA will not request union business leave under this Section for business or activities that are detrimental to the Department.

ARTICLE 9 - COOPERATION

- Section 9.03 adds a provision that the union will be provided with ten days' notice of changes to the General Orders or SOP to be able to review and provide comment. Section 9.04 provides the union with bulletin board space to post communications.

Section 9.03 Policy Change By County

The County agrees to provide DSA with at least ten (10) working days written notice of all proposed changes (including additions and deletions) to the General Orders or Standard Operating Procedures. The DSA may use that time period to review and provide written comment to the Sheriff on the proposed changes. 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.

Section 9.04 DSA Information Dispersal

The Employer agrees to allow bulletin board space at reasonable locations in each physical structure for DSA newsletters, notices and literature.

ARTICLE 24 - DURATION

➤ This Article was amended to reflect the effective dates of the Agreement.

This Agreement shall become effective on July 1, ~~2018~~ 2020, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, ~~2020~~ 2022. This Agreement shall be automatically renewed from year to year after June 30, ~~2020~~ 2022, unless either party shall notify the other in writing no later than October 1, ~~2019~~ 2021 (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.

ATTACHMENT D - JOINT COMMITTEE ON PERFORMANCE APPRAISALS

➤ This Attachment was added to include a Joint Committee on Performance Appraisals proposed by OHRM to explore the performance appraisal system and make recommendations by January 31, 2022.

The County and DSA agree to the formation of a Joint Committee on Performance Appraisals. The Committee shall be comprised of an equal number of Union and management representatives, but no more than four (4) from each party. The Committee will begin its work within thirty (30) days from the enactment of this Agreement and will explore best practices for a fair and equitable performance appraisal system which is appropriate for the type of work performed by DSA bargaining unit members. The Joint Committee may also look at pay for performance systems in use in other jurisdictions. The Committee will issue its findings and recommendations to the DSA President, the Sheriff and the Director of OHRM by January 31, 2022.