

SETTLEMENT SUMMARY

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

FISCAL YEARS 2025 & 2026

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 2025 and 2026 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 15 –GRIEVANCE PROCEDURE

➤ **Provisions were amended to extend the amount of days to process a grievance and to clarify the Department personnel responsible for handling grievances.**

A. 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:

1. 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)~~ **ten (10)** 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 **Deputy Director of Operations** ~~designated representative~~ shall meet at a mutually agreeable time and endeavor to adjust the matter within ~~seven (7)~~ **ten (10)** working days after timely notice has been given. The Department's **Deputy Director of Operations** ~~designated representative~~ shall respond to the PGCOA President or designee not later than ~~seven (7)~~ **ten (10)** working days after the meeting. If they fail to resolve the matter within the prescribed period, the grieving party may, within ~~five (5)~~ **ten (10)** working days thereafter **after the receipt by the PGCOA President or designee, of the response of the Department's Deputy Director of Operations, elect to pursue Step 2 of the Grievance Procedure by providing written notice to the Director or the Director's designee of such election. Notwithstanding the foregoing, it is agreed and understood that any time periods referred to in this Article 15.A.1 shall be tolled during any period in which the grieving party is on leave from the Department.**

2. 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 ~~the Director's~~ designee **PROVIDED HOWEVER, that the Director's designee shall not be the same individual who endeavored to adjust the grievance at Step 1), at a mutually agreeable time within ten (10) working days of the receipt of the grieving party's timely election** for the purpose of attempting to resolve the grievance ~~within seven (7) working days after timely receipt of the written grievance. A response to the grievance will be issued within seven (7) working days of the meeting between the Director (or his designee) and the PGCOA and the aggrieved employee.~~ Should the parties fail to reach an agreement **within ten (10) working days of the aforesaid meeting**, the dispute may be referred to ~~final and binding arbitration~~ **Step 3** in accordance with the provisions of **Step 3's provisions**.

3. Step 3. **If the grievance was not resolved under Step 2, a written appeal signed by the employee and the employee's accredited Union Steward may be filed with the Director, Office of Human Resources Management, within ten (10) working days after the failure of the parties to reach an agreement within the time frame set forth in Step 2. The OHRM Director or the OHRM Director's designee shall meet with the employee and the employee's Union Steward and the PGCOA President and render a written decision within fifteen (15) days after the receipt of the grievance. Upon receipt of the written decision of the OHRM Director or the OHRM Director's designee, the dispute may be referred to final and binding arbitration in accordance with the provisions of Step 4.**

4. Step 4.

a. If the grievance shall have been submitted but not adjusted under Step 2 ~~3~~, either the PGCOA President or the County may request in writing, within ~~seven (7)~~ **ten (10)** working days after the ~~grievance has been denied at Step 2~~ **receipt of the written decision of the OHRM Director or the OHRM Director's designee**, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The County and PGCOA shall request the American Arbitration Association to provide them with a list of Arbitrators from which an Arbitrator shall be selected. If the parties are unable to agree on an Arbitrator, then the party requesting arbitration shall file a written request to the American Arbitration Association or the Federal Mediation and Conciliation Service for a panel or list of nine Arbitrators from which an Arbitrator shall be selected by alternate striking. Specifically, the parties shall select the neutral arbitrator by tossing a coin to determine which party shall strike the first arbitrator from the list or lists provided by the AAA or FMCS; by, after the first strike, alternately striking names from the list provided until one Arbitrator remains; and by agreeing that, should the Arbitrator initially selected is unwilling or unable to serve as the Arbitrator, then the parties shall select the Arbitrator whose name was the last stricken under the alternate striking procedure. 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 split equally by the County and the PGCOA.

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. **However, the failure of the County or the Department to raise the issue of timeliness whenever the employee or PGCOA failed to meet the prescribed time limits at any of the aforesaid steps, shall waive any such objection to the processing of the grievance. If the County or the Department fails to render a decision or schedule a meeting of the Steps of this procedure within the time herein provided (including any mutually agreed to extension period) the grieving party, at the grieving party's option, may elect the next Step of the grievance/arbitration procedure.** 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

- Paragraph E. 1. Clarifies the date that a DAR is considered to have been issued for purposes of counting the 120 days which could render discipline null and void.
- Paragraph E. 2. Limits the timeframe in which an Administrative Hearing can be held and limits extensions per case.
- Paragraph G.2. amends provisions for Hearing Board composition and selection.

E. Effective July 1, ~~2022~~ **2024**:

1. The Employer shall not issue a Disciplinary Action Recommendation (DAR) against an employee, later than one hundred twenty (120) calendar days after the occurrence of the event(s) giving rise to the investigation and/or DAR or when such event(s) should reasonably have been known to the Department. **The date of the Employer's issuance of a DAR is the earlier of (a) the date on which the Department signs and issues the DAR by email to the employee and the PGCOA President and by hardcopy placed into the delivery service (U.S. Mail, UPS, or FedEx) preferred by the Department or (b) the date on which the employee receives and signs for the DAR. For option (a), both the emails and hardcopy must be transmitted on or before the one hundred and twentieth day or the discipline shall be null and void. For option (b), the employee must receive and sign for the DAR on or before the one hundred and twentieth day, or the discipline shall be null and void.**

2. An administrative hearing, as described below shall be held within sixty (60) calendar days of the timely receipt of a DAR. This timeframe may be extended by the mutual agreement of the parties and/or by direction of the Hearing Chair, but when the Hearing Chair exercises discretion **without the agreement of both parties** to extend the timelines, he/she shall provide a written explanation **setting forth the proper cause for the extension.** **The Hearing Chair shall be limited to two (2) such discretionary extensions per case, but in no event shall the administrative hearing be held more than one hundred eighty (180) calendar days after the timely receipt of a DAR. Notwithstanding the foregoing, the aforesaid limitation on extensions or timing of administrative hearings shall not apply in the event an emergency necessitates the further postponement of a hearing.**

G. Administrative Hearing Boards

2. Three (3) member Administrative Hearing Boards will hear all other disciplinary action recommendations where the potential punitive action may exceed those of one (1) member boards. In addition, the composition of this hearing board will include a Chair selected at the discretion of the County (except the selection will not be from a person assigned to OPLRA) **from among the Captains and Majors in the Department of Corrections**; a Sergeant/Lieutenant drawn by lot by the accused Officer, or in the case where a Unit III Officer is the accused Officer, an officer of higher rank than the accused Officer drawn by lot; and an Officer of equal rank drawn by lot by the accused Officer. **When selecting the second and third Administrative Hearing Board members, the accused officer shall randomly select two names for each board member and then the accused officer shall rank their selected names as first choice and second choice for each board member. To the maximum extent practicable, the accused officer's choice for the second and third board member shall be honored.** The Department shall have no right to challenge the selection of the Sergeant/Lieutenant or Officer of equal rank, unless the officer selected meets the following criteria:

ARTICLE 20 -- MANDATORY OVERTIME AND OVERTIME ASSIGNMENT

➤ **This Article was amended to make and update to paragraph 2 and provide for double time wages if an officer is authorized to be held over under certain circumstances.**

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. In the event someone is relieved of overtime, it will be in reverse seniority except when an officer is not qualified to assume the position of a junior officer, and in cases where exchanging post assignments would create potential problems. During special events and at the ~~Fed-Ex Field~~ **Northwest Stadium** where the County is the Employer, voluntary overtime will be available based on seniority as described above. Only correctional officers certified to process inmates will be eligible for such events.

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 one (1) hour 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. **With the authorization of the Director or Deputy Director of Operations, on those rare occasions when the Department has staffing needs that cannot otherwise be met and the Department is compelled to hold over an officer on their "Fridays" (that is, the day before their break days), the officers shall receive double time for the hours worked.** In the event someone is relieved of mandatory overtime, the last person held will be the first person to be relieved.

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.

ARTICLE 22 -- WAGES

- This Article provides for for Cost of Living Adjustments and merit increases for Fiscal Years 2025 and 2026.

A. Cost of Living Adjustments (COLA)

1. There will be a ~~2%~~ **two and three quarters percent (2.75%)** Cost of Living Adjustment (COLA) effective the first full pay period in ~~January 2023~~ **April 2025**. ~~The fiscal year 2023 COLA of 2%, although not effective until January 2023, will be added to the minimum pays on the wage scale effective July 1, 2022.~~

2. There will be a ~~2%~~ **two and one-half percent (2.5%)** Cost of Living Adjustment (COLA) effective the first full pay period in ~~January 2024~~ **April 2026**.

B. Merit Increases

~~There will be no merit increases in FY2023 or FY2024.~~ **There shall be merit increases paid to all eligible employees in FY2025 and FY2026 on their anniversary dates.**

ARTICLE 43 – COMPREHENSIVE RETIREMENT BENEFIT

- Paragraph Q under this Article reduces the amount of copies of the Pension Plan document that will be provided to the participants in an effort to go paperless since the document will be made available on the internet.
- Paragraph T under this Article outlines the terms for a Deferred Retirement Option Program (DROP)

Q. Section 17. Plan Booklets~~Documents~~

Within ~~one hundred twenty (120)~~ **ninety (90)** days of the effective date of the Council Bill to approve this Agreement, the Pension Plan document will be restated to include negotiated changes in the Pension Plan. The Plan document will be printed in ~~booklet~~ **document** form and ~~three hundred fifty (350)~~ **two hundred (200)** copies of the ~~booklet~~ **document** will be made available to plan participants through PGCOA. The cost of printing this ~~booklet~~ **document** will be borne by the County. New participants will be issued a copy of the Plan ~~booklet~~ **document** by PGCOA. **The Pension Plan will be placed and maintained on the County's publicly accessible website, and shall be updated when changes are made. Printed copies of future versions of the Plan document will be made available to PGCOA upon request.**

T. Deferred Retirement Option Program (DROP)

Effective July 1, 2025, the Comprehensive Correctional Officer Pension Plan (the "Plan") shall be amended to provide for an optional Deferred Retirement Option Plan (DROP) for bargaining unit employees. The following provisions shall apply:

1. Eligibility - Any time after an employee has completed twenty (20) years of service, as defined by the Plan. Eligibility shall further be extended to those employees who are age 55 with at least five (5) years of service. A maximum of four (4) employees may enter the DROP each calendar month. In the event that more than four (4) employees apply to enter the DROP in a given calendar month, the employees with the greatest seniority shall be selected.

2. Term Election - The initial DROP period shall be three (3) years from the anniversary date of entrance into the DROP.

3. Pension Benefit - The employee's monthly pension benefit will be calculated as of the date that the employee elects to enter the DROP.

4. Interest - Employees shall earn interest on their DROP balance compounded each month at a rate equal to the 10-Year United States Treasury Note, as published by the United States Federal Reserve, with a cap of four and one-half percent (4.5%). The variable interest rate will be adjusted annually to match the published 10-Year United States Treasury Note rate as of the last business day of the year and will remain in effect for the subsequent year.

5. Wage Increases During DROP Period - During the DROP period, an employee shall be eligible to receive all wage increases, including but not limited to merit increases, COLA's, and promotions. However, the parties acknowledge that any such raises will not affect the employees Average Annual Compensation, as defined by the Plan.

6. Leave Earned During DROP Period - During the DROP period, an employee shall be eligible to receive all leave earnings, including but not limited to Annual Leave, Sick Leave, and Personal Leave. However, the parties acknowledge that any such leave earnings will not affect the employees Average Annual Compensation, as defined by the Plan.

7. Retirement Allowances During DROP Period - During the DROP period, an employee shall have all retirement allowances, including but not limited to COLA's and lump sum distributions, credited to the employee's DROP account.

8. Employee Contribution to Plan - During the DROP period, the employee's pre-tax pension contribution shall continue to be deducted, however the full amount shall be credited to the employee's DROP account.

9. Distribution of DROP Account - Upon completion of DROP participation, the employee shall have the option of receiving the balance of the DROP account in a lump sum cash payment, a lump sum rollover into an eligible IRA or 457 retirement plan, or in an annuity payment.

10. Disability Retirement During DROP Period - An employee who is separated from employment as a result of disability prior to the completion of his/her DROP period, shall receive a Disability Retirement Benefit calculated as of the employee's DROP entry date. The employee shall also be entitled to distribution of his/her DROP account, as provided for in Paragraph (I), including any interest accrued under Paragraph (D) and allowances accrued under Paragraph (G).

11. Beneficiary - An employee who elects to participate in DROP shall designate a beneficiary. The beneficiary designation shall apply to all distributions pursuant to the DROP. If a designated beneficiary predeceases a DROP participant who dies before designating a new beneficiary, all distributions pursuant to the DROP shall be made to the estate of the DROP participant.

12. Leave Disposition upon DROP Entry - An employee who elects to participate in DROP shall be eligible to apply annual and sick leave to purchase pension credit available when the employee enters into the DROP. This provision shall be applied in accordance with the Collective Bargaining Agreement provisions that govern leave disposition upon separation.

13. Sunset Provision - This DROP will automatically expire three (3) years after it initially becomes effective unless expressly further extended pursuant to a subsequent collective bargaining agreement.

ARTICLE 44 -- ENTIRE UNDERSTANDING

➤ This Article reduces the number of copies of the Contract document that will be printed in an effort to go paperless since the document will be made available on the internet.

A. Any agreement made by the parties may be amended only by written agreement signed by the parties.

B. Within ninety (90) days following the effective date of the Council Bill to approve this Agreement, the Contract Document will be printed ~~in booklet form~~ and ~~five hundred (500)~~ **three hundred (300)** copies of the ~~booklet~~ **Agreement** will be made available to members covered by this Agreement through the PGCOA. The cost of printing this ~~booklet~~ **document** will be borne by the County. **The Contract document shall be placed and maintained on the County's publicly accessible website, and shall be updated when changes are made. Printed copies of future versions of the Collective Bargaining Agreement will be made available to PGCOA upon request.**

ARTICLE 46 -- DURATION AND REOPENER

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

A. This Agreement shall become effective on July 1, ~~2022~~**2024**, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, ~~2024~~ **2026**.

B. This Agreement shall be automatically renewed from year to year after June 30, ~~2024~~ 2026, unless either party shall notify the other in writing no later than October 1, ~~2023~~ 2025 (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.