

SETTLEMENT SUMMARY

PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC. 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 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 2021 and 2022 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 19 – WORK HOURS

➤ **Paragraphs A.1, A.2, and C were housekeeping items to reflect the current Bureau in DOC and paragraph B was amended to pay the annual meal per diem two times per year in July and January.**

- A. 1. The workweek is the seven (7) consecutive day period commencing with the first shift on Sunday and ending with 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 C of this Article which would require employees covered by this Agreement in the Bureau of Security Operations (except specialty units) to work a schedule different from the current schedule, all members of Unit Three will continue to work a schedule of five (5) eight (8) hour days with two (2) consecutive days off, at least one of which will be a Saturday or Sunday. A review of shift assignments will be conducted for members of Unit Three at least yearly in accordance with Article 10 during the yearly bid process.
2. Unless a schedule is proposed pursuant to paragraph C of this Article which would require employees covered by this Agreement in the Bureau of Security Operations (except specialty units) to work a schedule different from the current schedule, all members of Unit Two will work a schedule of five (5) eight (8) hour days with two (2) consecutive days off.
- 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~~ two (2) times per year in July and January. 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.

C. The Department may require employees covered by this Agreement assigned to the Bureau of Security Operations to attend roll call fifteen (15) minutes and Units II and III may be required to report thirty (30) 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.**

ARTICLE 20 -- MANDATORY OVERTIME AND OVERTIME ASSIGNMENT

- **Paragraph A.3 was amended to change the minimum mandatory overtime obligation from thirty minutes to one hour.**

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~~ 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. In the event someone is relieved of mandatory overtime, the last person held will be the first person to be relieved.

ARTICLE 22 -- WAGES

- **This Article was modified to reflect provisions for Cost of Living, Merit increases, Wage Reopener and Retroactive COVID-19 Hazard Pay and re-lettered the paragraphs accordingly.**

A. Cost of Living Adjustments (COLA)

There will be no cost of living adjustment (COLA) for FY 2021 or FY 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.

4. The County will increase the maximum pay by 3.5% effective the first full pay period in January 2022.

C. Wage Reopener

The County agrees to a wage reopener with PGCOA should the federal government or state of Maryland enact legislation which allows the County to specifically use federal or state funding for bargaining unit pay (including wages, salaries, or specialty pay). In addition, the County agrees to a wage reopener with PGCOA with regard to cost-of-living adjustments and merit steps if any other bargaining unit receives one or more COLAs or merit steps in negotiations (excluding interest arbitration) with the County for any part of FY2021 or FY2022.

D. Retroactive COVID-19 Hazard Pay

Employees covered by this Agreement shall be paid retroactive COVID-19 Hazard Pay for the period of September 27, 2020 through April 24, 2021 as follows:

Essential Public Facing employees that reported to work during this period 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 to receive the full stipend amount. 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 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.

ARTICLE 24 -- UNIFORMS AND PHYSICAL CONDITIONING

➤ **Paragraph A was updated to list the original uniform issue for employees.**

4	Pants (Green) (BDU)
4	Short Sleeve Shirts
2	Long Sleeve Shirts
2	Pants Black with Green Stripes
1	Necktie Green
1	Tie clasp
1	Class A Blouse Coat
1	Winter Jacket with Liner
1	Class A Hat
1	Garrison Belt (Black) with Buckle
1	Handcuff Case

1	Pair Handcuffs
1	Handcuff Key
1	Radio Belt Holder
1	Glove Pouch
2	Gold Name Tags (Large – for Class A Blouse)
	Name Tag on each Shirt
	Rank Insignias on Both Sleeves
	Rank Shield on each Shirt
	County Patch on each Shirt
	OC Spray
<u>For K9/ERT:</u>	
5	BDUs
1	Disposable CPR Mask
<u>For Regional Processing:</u>	
5	Blue Utility Uniforms

ARTICLE 34 – LABOR-MANAGEMENT COMMITTEE

➤ **Paragraph C 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.**

C. Joint Committee on Performance Appraisals

The County and PGCOA 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 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 PGCOA 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 PGCOA President, the Director of Corrections and the Director of Human Resources Management by January 31, 2022.

ARTICLE 35 -- ANNUAL LEAVE

➤ **This provision was added to temporarily increase the maximum amount of annual leave hours from 360 to 440 that can be carried over from leave year 2021 to leave year 2022.**

I. Annual Leave Accumulation and Carryover

1. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave).

a. Notwithstanding the provisions of this paragraph I, a maximum of 440 hours of accumulated annual leave may be carried over from leave year 2021 into leave year 2022, however, the annual leave payout amount is not being increased. Unless amended by future legislation, the maximum amount of annual leave that may be carried over from leave year 2022 into leave year 2023 shall revert back to 360 hours. This modified benefit shall sunset automatically upon its implementation.

ARTICLE 43 – COMPREHENSIVE RETIREMENT BENEFIT

➤ **Subparagraph (g) was added to correct the normal retirement rule change that occurred in 2013 to allow officers hired on or before June 30, 2013 to retire normally with 20 years of service with no other stipulations.**

(g) Replacing the benefit under paragraph (f), employees hired on or before June 30, 2013 shall be eligible to retire normally with at least 20 years of actual and continuous service. This retirement option will provide benefit accrual at the rate of three percent (3.0%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer for the first twenty (20) years of actual and continuous service, and benefit accrual at the rate of two one and five-tenths percent (2.5%) per year for additional years of service up to thirty (30) years of service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below. Employees hired on or after July 1, 2013 shall retire normally with at least 25 years of actual and continuous service. Normal benefit accrual is at a rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer for the first twenty (20) years of actual and continuous service, and benefit accrual at the rate of two one and five-tenths percent (2.5%) per year for additional years of service up to twenty-five (25) years of service. Multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for normal retirement benefit of seventy-two and five tenths percent (72.5%) after 25 years of service. Additional benefits may be earned after 25 years through thirty (30) years at a rate of two and five -tenths percent (2.5%) per year. The maximum benefit payable is eighty-five percent (85%).

➤ **Paragraph S was amended to add a Hold Harmless provision for retirement calculation purposes for the missed merit in FY2021.**

S. Hold Harmless

~~For any employee covered by this Agreement who retires during the term of this Agreement, "Average Annual Compensation" as that term is defined in Article 42, Section 9.2 (Definitions), above, will be calculated as if the employee had received the merit increase in FY 2017.~~

For any employee covered by this Agreement who retires during the term of this Agreement, "Average Annual Compensation" as that term is defined in Article 42, Section 9.2 (Definitions), above, will be calculated as if the employee had received the merit increase in Fiscal Year 2021.

ARTICLE 46 -- DURATION AND REOPENER

Language amended to reflect effective dates of the Agreement.

A. This Agreement shall become effective on July 1, 2020, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2022.

B. This Agreement shall be automatically renewed from year to year after June 30, 2022, unless either party shall notify the other in writing no later than October 1, 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 A – MIN-MAX SYSTEM

➤ **Paragraph F.1 & F.2 were amended to change the time in grade requirement for eligibility to take the Sergeant's and Lieutenant's promotional exams from three years to two years. F.3. was added to define the time in grade requirements as the date the employee takes the promotional exam.**

F. TIME IN GRADE REQUIREMENTS FOR PROMOTION TO SERGEANT AND LIEUTENANT

In addition to any other requirements of the promotional process:

1. Employees must be the rank of Corporal for ~~three (3)~~ two (2) years before being eligible to take the Sergeant's Exam.

2. Employees must be the rank of Sergeant for ~~three (3)~~ two (2) years before being eligible to take the Lieutenant's exam.

3. The parties agree that the time in grade requirements stated above are defined as the date when the employee takes the promotional examination.