

SETTLEMENT SUMMARY

POLICE CIVILIAN EMPLOYEES ASSOCIATION 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 County Police Civilians Employees Association ("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 Police Department, Department of the Environment and the Office of Homeland Security. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

ARTICLE 2 – ORGANIZATIONAL SECURITY

Section 2.1 Membership

All employees employed on or after the effective date of this Agreement may elect to be members of PCEA or not to be members of PCEA. Any employee who elects to be a member of PCEA shall, pursuant to the provisions of Section 2.2 of this Agreement, remain a member of PCEA for the duration of this Agreement. Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1983, and who has never elected to become a member of PCEA, shall not be subject to the dues deduction provision of this Article.

- 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.

ARTICLE 4 – CAREER ADVANCEMENT

Section 4.4 Emergency Dispatcher III (ED III), Emergency Call Taker III (ECT III), and Public Safety Emergency Shift Supervisor (Shift Supervisor) Vacancies In Public Safety Communications (PSC)

A promotional process for Emergency Dispatcher III and Emergency Call Taker III will be held in the spring of each even numbered year. A promotional process for Public Safety Emergency Shift Supervisor will be held in the spring of each odd numbered year. Following the completion of the promotional process, the County shall establish an eligibility register for promotion to Emergency Dispatcher III, Emergency Call Taker III and Public Safety Emergency Shift Supervisor, which will become effective no later than July 1st of that year and shall be in effect for a two-year period. Should an individual Emergency Dispatcher III, Emergency Call Taker III or Emergency Shift Supervisor register be exhausted more than six months in advance of the end of the two-year period, the agency may request the individual announcement be reissued. When the agency elects this option, any promotional list generated pursuant to a reissued promotional announcement shall expire at the end of the original two-year period, and a new promotional announcement issued.

- Adds a provision to have a separate promotional announcement should a promotional list be exhausted prior to the next two-year promotional cycle.

ARTICLE 6 -- PERSONNEL FILES AND PERSONAL INFORMATION DOCUMENT

Section 6.3 Joint Committee On Performance Appraisals

The County and PCEA 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 PCEA 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 PCEA President, the respective Appointing Authorities, and the Director of Human Resources Management by January 31, 2022.

- This was proposed by OHRM to form a Joint Committee to review and explore best practices with regard to the County's performance appraisal system and make recommendations by January 31, 2022.

ARTICLE 10 -- WAGES AND BENEFITS

Section 10.1 Wages

A. Cost of Living Increases

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

B. Anniversary Increases

There will be no merit increases in FY 2021.

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.

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.

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

Public Safety Emergency Call Takers I/II/III, Public Safety Emergency Dispatchers I/II/III, Public Safety Emergency Shift Supervisors and Public Safety Operations Supervisors, will be treated as Essential Public Facing employees.

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.

E. Wage Reopener

The County agrees to a wage reopener with PCEA if at any point during the term of this Agreement the County agrees to a COLA for any bargaining unit for FY 2021 or FY 2022 (excluding interest arbitration) or 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).

➤ The above paragraphs provide the terms for COLAs, merits, a wage scale increase, retroactive COVID-19 Hazard Pay and language that enables the Union to reopen negotiations on wages if the stated terms occur.

Section 10.3 Holiday Pay

A. Holidays and Holiday Compensation.

1. The Personnel Law establishes the regular holidays for County employees including those employees covered by this Agreement, except that an additional holiday, entitled "Police Memorial Day," will be recognized and observed on May 15 of each year as a County holiday for employees covered by this Agreement. The holidays established by the Personnel Law are listed for convenient reference:

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

3. Employees who work on a holiday that falls on their scheduled workday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime). Subject to the approval of the Office of Homeland Security and/or the Police Department, an employee can elect to receive compensatory leave at up to a double time rate in lieu of pay for hours actually worked on a holiday. (For example, one (1) hour of straight time pay plus one (1) hour compensatory leave for each hour worked on a holiday). Any overtime performed by an employee on a holiday in addition to their scheduled work hours shall be compensated in accordance with the employee's regular overtime rate (i.e., no pyramiding). An employee who works an overtime shift on a holiday that falls on the employee's regular day off, shall be compensated at one and one-half (1.5) times his or her regular rate and shall still be awarded compensatory leave as provided for in Section 10.3 A.4.

- Paragraph A.1. updates the current County holidays and paragraph A.3. clarifies that employees in the Office of Homeland Security and the Police Department will receive compensation and compensatory leave when they work an overtime shift on a holiday that falls on the employee's regular day off.

B. Holiday Work Scheduling.

2. Bargaining unit members assigned to permanent day work positions are entitled to the opportunity to work at least six (6) holidays during each fiscal year, with managerial discretion to assign employees to work up to an additional two (2) for a total of eight (8) holidays each fiscal year, and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A of this Section 10.3. The determination as to which observed holidays bargaining unit members covered by this subparagraph B. 2. are actually scheduled to work will be determined by the Department, consistent with operational needs.

- Paragraph B.2. gives managerial discretion to give employees an opportunity to work two (2) additional holidays each fiscal year increasing the total to eight (8).

Section 10.9 TEC Pay

C. Certified Cross Trained Emergency Dispatchers. Effective July 1, 2021, PSC Emergency Dispatcher II personnel and PSC bargaining unit personnel who have achieved all Phase I, Phase II and Phase III training as Law Enforcement Dispatchers and Fire/EMS Dispatchers who receive certification as cross trained dispatchers will be entitled to an additional 5% of base salary as certification pay (such personnel shall hereinafter be referred to as Certified Cross Trained Emergency Dispatchers).

The County, with the participation of the PCEA, will develop certification procedures to provide training and ensure employee dispatch proficiency in the required 9-1-1, law enforcement dispatch and Fire/EMS dispatch skill sets. An employee who successfully completes the certification process in all three areas will be certified as a Cross Trained Emergency Dispatcher and will be assigned to perform all related dispatch functions as part of his/her job duties, regardless of the assigned area of responsibility.

Each Certified Cross Trained Emergency Dispatcher must (i) retain all required certifications, (ii) attend required training classes related to 9-1-1, Law Enforcement Dispatch and Fire/EMS Dispatch; (iii) satisfactorily perform a documented minimum of twelve (12) hours of Fire/EMS Dispatcher duties per month; and (iv) satisfactorily perform a documented minimum of twelve (12) hours of Law Enforcement Dispatcher duties per month. To retain certification pay, Certified Cross Trained Emergency Dispatchers shall meet the above criteria and undergo annual recertification processes consistent with the process in effect in FY 2021, provided that no unscheduled overtime costs shall be incurred as a result. Failure to satisfy all of these requirements will result in a loss of Certified Cross Trained Emergency Dispatcher status and pay. Emergency Dispatchers and Certified Cross Trained Emergency Dispatchers shall be provided advanced notice of all required training classes sufficient to enable attendance, and Emergency Dispatchers shall be provided a reasonable opportunity to complete the required certification procedures and requirements during their regularly assigned shifts in a TDY status.

Participation in this cross training certification program is entirely voluntary and is open to all PSC bargaining unit personnel who have achieved all Phase I, Phase II and Phase III training as Law Enforcement Dispatchers and Fire/EMS Dispatchers. Certified Cross Trained

Emergency Dispatchers may withdraw from the program at any time by providing a minimum of 14 days advance written notice to the appointing authority or designee through the appropriate chain of command. Certified Cross Trained Emergency Dispatchers who withdraw from the program will lose the additional 5% certification pay as of the effective date of their withdrawal.

The Employer will not schedule work or initiate procedures to circumvent the provisions of this Section. Should changes to the OHRM Classification Specifications occur rendering these provisions obsolete, none of the provisions of this section, including the 5% certification pay, shall be applicable.

D. Crime Scene Investigators. Crime Scene Investigators who have specialized knowledge or training above and beyond their regular requirements, shall receive specialization pay of \$750.00 per year. Specialization pay shall be given to all eligible Crime Scene Investigators who have been qualified in any court of law as an expert in (i) blood spatter analysis, (ii) shooting incident reconstruction, (iii) footwear pattern analysis, and/or (iv) clandestine grave investigation and reconstruction, or have been certified by the International Association for Identification (“IAI”) in any of the above disciplines. Specialization pay is limited to two (2) certifications for a maximum of \$1,500.00 per year. The annual specialization pay pursuant to this Section shall be paid in two installments, one in the pay period including July 1 and one in the pay period including January 1.

- Amendments and additions to paragraph C were made in an effort to increase the cross-trained dispatcher pool.
- Paragraph D provides for specialization pay for Crime Scene Investigators who have been qualified in a court of law as an expert in certain disciplines as listed with a limit of two (2) certifications for a maximum of \$1,500 per year.

ARTICLE 11 -- SUPPLEMENTAL RETIREMENT BENEFIT

L. Hold Harmless

For any employee covered by this Agreement who retires during the period from July 1, 2020, through June 30, 2022, “Average Annual Compensation” as that term is defined in paragraph F. (Definitions), above, will be calculated as if the employee had received the step increase(s), if any, the employee would otherwise have been eligible to receive during the period covering FY96 and FY97 but for the deferral of such step increases in those years.

In addition, any employee covered by this Agreement who retires during the period beginning with the effective date of the legislation enacting this provision through June 30, 2022, “Average Annual Compensation” as that term is defined in paragraph F. (Definitions), above, will be calculated as if the employee had received the step increase(s), if any, the employee would otherwise have been eligible to receive during the period covering Fiscal Year 2010, Fiscal Year 2011, Fiscal Year 2012, Fiscal Year 2013, Fiscal Year 2016, Fiscal Year 2017, and Fiscal Year 2018.

- Paragraph L is amended to reflect current dates of the Agreement.

ARTICLE 12 -- LEAVE

Section 12.2 Annual Leave Policy

A. Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law, except as may be provided otherwise below:

1. Annual leave may be taken in fifteen (15) minute increments.

2. 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 the above paragraph A.2., 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.

➤ 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.

ARTICLE 13 -- CLOTHING AND MAINTENANCE ALLOWANCE

Section 13.1 Police Evidence Technicians/Crime Scene Investigators/Police Evidence Technician Supervisors (Administrative Assistants) /Property Clerks/Television Studio Personnel (Audio Visual Specialists)/Supply Technicians/Firearms Instructors

The Employer agrees to furnish each Evidence Technician/Crime Scene Investigator an initial issue of the following uniform items at the time of hire or at the time the member otherwise assumes duty:

- Two (2) short-sleeve polo shirts;
- Two (2) long-sleeve polo shirts;
- Two (2) pairs of tactical pants;
- One issue of coveralls;
- One (1) raincoat;
- One (1) pair of work boots for use at crime scenes

➤ This paragraph was added to list the specific clothing/uniform items issued to Evidence Technicians/Crime Scene Investigators at the time of hire or when they assume duty in that role.

Section 13.3 Clothing Allowance Disbursement

Clothing allowances payable pursuant to this Section shall be paid in two installments, one in the pay period including July 1 and one in the pay period including January 1 and are not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, etc.

➤ This Section was amended to pay clothing allowances in two (2) installments instead of just one – one in the pay period to include July 1 and one in the pay period to include January 1.

ARTICLE 20 - DURATION

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.

➤ This provides the current years for the effective date of the Agreement, renewal terms and the timeframe for a reopener.