

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**2022 Legislative Session**Bill No. CB-096-2022Chapter No. 80Proposed and Presented by The Chair (by request – County Executive)Introduced by Council Members Hawkins, Taveras, Turner, Streeter, Burroughs, Dernoga,
Harrison, Glaros, Medlock, and Ivey

Co-Sponsors _____

Date of Introduction September 27, 2022**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement

3 Prince George's Correctional Officers' Association, Inc. (Civilian Unit)

4 For the purpose of approving the labor agreement by and between Prince George's County,
 5 Maryland and the Prince George's Correctional Officers' Association, Inc. (PGCOA) (Civilian
 6 Unit) to provide for wages and certain other terms and conditions of employment for personnel
 7 classifications certified by the Prince George's County Public Employee Relations Board and as
 8 amended by the Office of Human Resources Management from time to time.

9 BY repealing and reenacting with amendments:

10 SUBTITLE 16. PERSONNEL

11 Section 16-233(f)(25),

12 The Prince George's County Code

13 (2019 Edition; 2021 Supplement).

14 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
 15 Maryland, that Section 16-233(f)(25) of the Prince George's County Code be and the same is
 16 hereby repealed and reenacted with the following amendments:

17 **SUBTITLE 16. PERSONNEL.**18 **DIVISION 19. COLLECTIVE BARGAINING.**19 **Sec. 16-233. General.**

20 (f) The following collective bargaining agreements are hereby adopted and approved:

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(25) Declaration of Approval – Prince George’s Correctional Officers’ Association, Inc. (PGCOA) (Civilian Unit).

The County Council of Prince George’s County, Maryland having fully considered the labor agreement concluded between Prince George’s County, Maryland and Prince George’s Correctional Officers’ Association, Inc. (Civilian Unit) on [September 20, 2021] August 11, 2022, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George’s County Code.

SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the Agreement, unless specifically stated otherwise in a specific provision, shall be retroactively effective to July 1, 2022.

Adopted this 24th day of October, 2022.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Calvin S. Hawkins, II
Chair

ATTEST:

Donna J. Brown
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Angela D. Alsobrooks
County Executive

KEY:
Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that remain unchanged.

* * * * *

AGREEMENT

MADE BY AND BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.

(PGCOA) (CIVILIAN UNIT)

JULY 1, 2022 - JUNE 30, 2024

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PURPOSE

A. This Collective Bargaining Agreement (“Agreement”) is entered into by Prince George's County, Maryland ("County") and the Prince George’s Correctional Officers’ Association, Inc. (referred to as the “PGCOA” or “Association”), and has as its purposes the promotion of harmonious relations between the County and PGCOA; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder. As used hereinafter, the word “Department” shall refer to the Prince George’s County Department of Corrections.

B. The parties recognize that the employees covered by this Agreement are engaged in protecting the public safety and health and that any disruptions in the workplace would endanger the public health and safety. In recognition of this fact, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise under the Agreement.

ARTICLE 1 -- RECOGNITION

The County recognizes PGCOA as the sole and exclusive collective bargaining representative of the Prince George’s County Department of Corrections’ employees in the bargaining unit for which it was certified by the Prince George’s County Public Employees Relations Board for the purpose of negotiating wages, hours, and other terms and conditions of employment. (See Attachment B – Classes of Work)

ARTICLE 2 -- NON-DISCRIMINATION

PGCOA and the County agree that this Agreement shall be applied equally to all employees covered by it without discrimination in any matter prohibited by law because of race, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status, age or labor organization affiliation and to promote and implement a positive and continuing program of equal employment opportunity.

ARTICLE 3 -- PGCOA MEMBERSHIP AND CHECKOFF

A. All employees covered by this Agreement who are members of PGCOA, or who elect to become members of PGCOA, shall, pursuant to Paragraph B, below, remain members of PGCOA for the duration of this Agreement.

B. Upon the receipt of a written, signed authorization from an employee covered by this Agreement, 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.

C. During the New Employee Security Orientation (NESO), PGCOA will be given an opportunity to present to and collect from all applicable employees the enrollment forms utilized by PGCOA. The Department will provide PGCOA with notice as to when they will be allowed during NESO to present and collect the enrollment forms.

ARTICLE 4 -- PGCOA LEAVE

A. Members of the Board of Directors of PGCOA shall be granted union business leave to attend Association Board meetings. Also, members of PGCOA shall be granted union business leave to attend conventions and conferences (including state seminars). In order to receive union business leave to attend Board meetings, conventions and conferences, the Association must request the leave in a reasonable period of time before it is to be used (in the case of conventions and conferences not less than ten (10) days before the leave is to begin). Requests for union business leave under this Article are subject to the approval of the Director, with the understanding that the Director's approval will not be unreasonably withheld. Union business leave to attend conventions and conferences shall be limited to no more than two (2) members on any one occasion.

B. Union business leave to attend Board meetings shall be consistent with the PGCOA Security Division contract. Up to two (2) civilian representatives will be granted leave to attend Board meetings the second Wednesday of the month. Union business leave will be granted to the Association and its members under this Article subject to the availability of hours in the Union Business Leave Bank described below. If the meeting falls on the employee's regular day off, the employee will be given hour-for-hour compensatory leave.

C. The County will provide four hundred (400) hours of union business leave in a Union Business Leave Bank per fiscal year for attendance at Board meetings, conventions, conferences (including state seminars) and Steward Training as set forth in Articles 4 and 8 of this Agreement. No union business leave will be granted pursuant to Articles 4 and 8, when the four hundred (400) hours has been exhausted during a fiscal year. Any unused balance in the Union Business Leave Bank 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 Articles 4 and 8 of this Agreement are subject to the Director's approval.

ARTICLE 5 -- LEAVE FOR NEGOTIATIONS

A. Employees (not to exceed five (5) from different sections) who, upon the request of PGCOA are excused from their regular assignment on the day of negotiations to attend meetings with representatives of the County and/or to prepare for negotiations, shall suffer no loss of pay or leave. If the meeting falls on the employee's regular day off, the employee will be given hour-for-hour compensatory leave.

B. Members of the PGCOA negotiating team (not to exceed five (5) members from different sections) may each be granted up to forty-eight (48) hours of union business leave to prepare for negotiations. The Association must request the leave from the Director in a reasonable period of time before it is to be used, and the request is subject to the Director's approval, which will not be unreasonably withheld. The union business leave awarded pursuant to this provision is in addition to the hours provided by the County to the Union Business Leave Bank included in

Article 4 of this Agreement. Except as provided in Paragraph C of this Article, union business leave granted for negotiation preparation will not be deducted from the Union Business Leave Bank described in Article 4.

C. The Director may, pursuant to the Association's request, grant additional leave to members of the negotiating team from the Union Business Leave Bank described in Article 4, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

ARTICLE 6 -- JOB SECURITY

All policies and procedures regarding job security shall be administered pursuant to the Prince George's County Personnel Law. Employees covered by this Agreement, regardless of their tenure with the County will not be terminated from employment with Prince George's County for lack of work as the result of outside contractors or temporary employees carrying out the duties normally performed by those employees.

ARTICLE 7 -- PGCOA REPRESENTATION

A. The PGCOA President or, in his or her absence, a duly designated acting President, shall not be assigned to duties for the Corrections Department but shall remain on the payroll of the Corrections Department for the purpose of performing full-time duties as PGCOA President. During this period, the President or, in his or her absence, a duly designated acting President, or any other officer assigned to work at PGCOA, shall continue to accumulate seniority and shall receive all benefits (for example, shift differential, if applicable) as if he/she were fully on duty with the Department. Further, the PGCOA President or any other officer assigned to work at PGCOA will maintain the qualifications required for officers of his/her rank, which shall include, but are not limited to, the fulfillment of in-service training requirements and weapons qualification.

B. If the PGCOA President or, in his or her absence, a duly designated acting President, is absent from normal duties as PGCOA President or, in his or her absence, as duly designated acting President, because of illness, vacation, or other reasons not related to his/her duties as President or, in his or her absence, as duly designated acting President, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.

C. If the PGCOA President or, in his or her absence, a duly designated acting President, is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the PGCOA Board may designate in writing to the County a PGCOA member who shall act as PGCOA President in his/her absence. The County agrees that upon receipt of the written designation by the PGCOA Board, received at least five (5) working days in advance of the date the leave is to begin (emergencies excepted), the County will place on union business leave the PGCOA member so designated by the PGCOA Board in lieu of the President for each day that leave is announced.

ARTICLE 8 -- PGCOA STEWARDS

A. PGCOA, through its President or designee, shall represent all employees covered by this Agreement in the adjustment of their grievances. The Department will recognize at least five (5)

Stewards from different sections and a total of two (2) alternates from employees covered by this Agreement. Stewards will be permitted reasonable time to receive grievances under the following conditions:

1. Stewards, or alternates, shall be PGCOA's designated representative responsible for meeting with Department representatives, for transmitting communications authorized by PGCOA to the County and for receiving communications from the Department on behalf of PGCOA; and,
2. These activities shall not interfere with the work of other employees; and,
3. Stewards and alternates shall not leave their work assignment without first receiving the approval of their appropriate supervisor (such approval shall not be unreasonably withheld).

B. PGCOA agrees to provide the Department with a list of Stewards and alternates and will keep the list current. The Department will recognize only those Stewards and alternates whose names appear on the list. Stewards and alternate Stewards will be provided forty (40) hours of union business leave during a Steward's first year as a Steward and sixteen (16) hours of union business leave thereafter as a Steward to attend Shop Steward Training. Training will include, but will not be limited to Personnel training, Trial Board training, Duties and Responsibilities of Shop Stewards, etc.

C. PGCOA will coordinate with the Department the scheduling of Shop Steward Training and will make the request at least ten (10) working days in advance of the training. PGCOA will provide the names of the Shop Stewards who will attend and the course curriculum. Upon the completion of training, PGCOA will certify the names of the Stewards who completed the training.

ARTICLE 9 -- LABOR-MANAGEMENT COMMITTEE

A. The Director of the Department of Corrections or their designee, and the President of the Prince George's Correctional Officers Association or their designee, will select no more than six (6) employees each who shall participate in a Labor Management Committee. Four (4) employees with at least one (1) employee from Bargaining Units I/II/III and two (2) additional employees will represent the Civilian Employees for PGCOA. For the Department, there will be at least one (1) officer from each rank of Major or Captain as well as a minimum of one (1) employee to address civilian matters. The Committee will be co-chaired by the Director or his/her designee and the President of PGCOA or their designee. The Committee may meet as issues arise so that they may be addressed in a timely manner or on the call of either co-chair, but not less than once every six weeks unless so agreed by the parties. The parties shall give each other seven (7) days advance written notice of items they wish to have placed on the agenda. Reasonable Union Business leave will be granted to attend such meetings.

B. All operational issues should attempt to be resolved and/or a course of action suggested during these Committee meetings. If no resolution is possible, at that time, or other major issues need to be addressed, recommendations from the Labor-Management Committee will be forwarded to the Deputy Director, Bureau of Operations and the PGCOA President, if they did not initiate them or if they cannot resolve the issues of the Committee. They will both review

and forward recommendations to the Director for consideration. The Director will respond in writing, within sixty (60) days.

C. If the procedures outlined herein are inconsistent with the sworn officers' contract, the procedures of the sworn officers' contract shall apply.

D. The County will work with PGCOA, through the Department's Labor Management Committee to study the issue of promotional and career ladder opportunities for Paralegal Assistant I, II and III. A report of the jointly agreed upon recommendations will be issues no later than March 31, 2019.

ARTICLE 10 -- PGCOA INFORMATION DISPERSAL

A. The County agrees to permit reasonable space in the employee visitor reception area for official PGCOA newsletters, notices, and literature.

B. The PGCOA will be allowed to send official electronic messages, through the department's electronic mail system, to its membership once approved by the Director or his/her designee.

C. The PGCOA President will be notified as soon as possible by the Department, as part of the Departmental notification procedures, when anyone covered by this Agreement is involved in any incident that results in admission to the hospital or death.

ARTICLE 11 -- PGCOA PIN

An employee covered by this Agreement shall be allowed to wear a pin showing his/her PGCOA affiliation.

ARTICLE 12 -- NOTICE OF CHANGES

In order to enhance communication between the parties and minimize misunderstandings and disputes, the County will provide to the PGCOA President copies of any changes to general orders and permanent changes/transfers between sections, divisions or bureaus. Except under circumstances requiring immediate action, this shall be done not less than ten (10) working days prior to the implementation of changes, excluding Saturdays and Sundays. The Association shall be given the opportunity to provide full comment within the ten (10) working day period prior to the implementation of proposed changes. Where the County implements changes under circumstances requiring immediate action without ten (10) working days prior notice to PGCOA, the County will promptly notify PGCOA in writing of the changes made and of the circumstances which required the immediate action. 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.

ARTICLE 13 -- WORK STOPPAGES AND LOCKOUTS

A. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Association or by any employee, and there shall be no lockout by the County.

B. Failure of any employee to cross any picket line established at the Correctional Center is a violation of this Article.

C. The Association shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity and shall undertake all possible means to prevent or terminate any such activity. In the event of an illegal strike or other work disruption in violation of this Article, the Association shall promptly and publicly disavow such unauthorized conduct, order the employees covered by this Agreement to return to work, and assist the County in bringing about a prompt resumption of normal operations. No employees shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operations of the County and the Correctional Center shall be subject to disciplinary action, including discharge. The Association shall not be liable for acts of employees for which it has no responsibility.

ARTICLE 14 -- GRIEVANCE PROCEDURE

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) 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 designated representative shall meet at a mutually agreeable time and endeavor to adjust the matter within seven (7) working days after timely notice has been given. The Department's designated representative shall respond to the PGCOA President or designee not later than seven (7) working days after the meeting. If they fail to resolve the matter within the prescribed period, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the Grievance Procedure.

b. Should PGCOA or the County have a dispute with the other party and, if after conferring, a settlement is not reached within ten (10) working days after occurrence of the events giving rise to the dispute, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

2. Step 2.

a. 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 designee, for the purpose of attempting to resolve the grievance within seven (7) working days

after timely receipt of the written grievance. Should the parties fail to reach an agreement, the grieving party may, within five (5) working days thereafter, pursue Step 3 of the Grievance Procedure.

3. Step 3.

a. If the grievance is not resolved under Step 2, and the grieving party elects to pursue the matter beyond Step 2, the PGCOA President or designee and the aggrieved employee will meet at a mutually agreeable time with the Chief Labor Negotiator, or his designee, for the purpose of attempting to resolve the grievance within fourteen (14) working days after timely receipt of the written grievance. Should the parties fail to reach an agreement, 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 3, either the PGCOA President or the County may request in writing, within seven (7) working days after the grievance has been denied at Step 3, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The County and the PGCOA shall request the American Arbitration Association to provide them with a list of Arbitrators from which an Arbitrator shall be selected. 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 equally split by the County and the PGCOA.

b. Where an employee has been discharged, or the Employer has moved to discharge the employee, and the PGCOA determines not to pursue his/her discharge case to Step 4 Arbitration, the employee shall have the right to file a timely appeal within five working days after receipt of the final notice of disciplinary action of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

c. 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. 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 15 -- DISCIPLINE

A. Employees shall be disciplined only for just cause. If in any case the Employer believes that there is just cause to terminate, suspend, fine, demote or transfer an employee, or cause the employee to forfeit accrued annual leave, the Employer shall provide notice in writing to the employee and the PGCOA of its intent to take disciplinary action at least five (5) working days in advance of taking such action. One copy of a notice of intent to take disciplinary action shall be hand-delivered to the employee's work station (if possible hand delivered to the employee), and another copy of the notice shall also be sent to the employee by certified mail return receipt requested at the employee's last known address shown on the employee's personnel record. The Employer shall make reasonable attempts to hand deliver the notice referred to herein to the employee before sending such notice by mail. The notice will be considered to have been served upon the employee as of the date of mailing. When a notice of intent is served while an

employee is on approved leave or scheduled day off, the five (5) day period the employee has to respond will begin to run when the employee returns to work.

B. If the Employer has reason to reprimand an employee it shall be done in a manner that shall not embarrass the employee before other employees or the public.

C. Any disciplinary action above the level of a written reprimand (termination, suspension, demotion, fine, forfeiture of leave and transfer) may be processed through the grievance procedure specified in this Agreement.

D. The parties agree to follow a progressive disciplinary policy utilizing the disciplinary methods permitted by the Personnel Law; provided, however, that the parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.

E. The PGCOA President shall receive copies of all written disciplinary actions and intended action.

F. Prior to any interview or interrogation an employee who is the subject of an investigation will be notified in writing of the nature of the investigation and of his/her right to have present, upon request, a PGCOA representative or other person of his/her choice.

G. At the request of the employee, the employee shall have the right to be represented by counsel or any other responsible representative of his/her choice who shall be present at all times during any interrogation or interview.

H. The employee shall be entitled to a copy of the Confidential Disciplinary Packet of the Office of Professional Responsibility and Legal Affairs after the Notice of Intent and prior to any final disciplinary action recommendation by the Director of the Department of Corrections, (but excluding the identity of any confidential sources and recommendations as to charges, disposition or punishment).

I. The Employer will not issue a notice of disciplinary action against an employee later than one hundred twenty (120) calendar days after the occurrence (or after the Employer was aware of the occurrence) of the alleged infraction or violation of Departmental rules or regulations or of the Personnel Law.

ARTICLE 16 -- PERSONNEL LAW

All policies, procedures and benefits not specifically modified by this Agreement shall be administered pursuant to the Prince George's County Personnel Law.

ARTICLE 17 -- PERSONNEL FILES

A. The Personnel Records policy for employees covered by this Agreement shall be administered in accordance with the Personnel Law with the following exception:

1. At the employee's written request (which request shall not be made part of the personnel file), records of discipline up to a three (3) day suspension, or its equivalent, will be

removed from an employee's personnel file(s) after twelve (12) months, so long as the employee has not been disciplined during the twelve (12) month period. Written reprimands will be removed from an employee's personnel file(s) twelve (12) months after the reprimand. Records shall be removed from both County personnel files and departmental personnel files.

B. The Department will issue an annual memorandum to remind employees who review or access personnel files of the requirements of the Personnel Law and Administrative Procedure 262 (Maintenance, Access, and Retention of Personnel Files). When the personnel file of an employee covered by this Agreement is reviewed or accessed by anyone other than the Director's Office and Internal Affairs, an access sheet in the employee's personnel file will be signed by the person who reviewed or accessed the file.

ARTICLE 18 -- WORK HOURS

A. The work week 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 specifically assigned on a permanent or rotating basis 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 rotating schedule is utilized. A regular work day shall consist of 8 hours total, including breaks and the lunch period. Bargaining unit members who work a compressed work week or flexible schedule shall work 40 hours per week including breaks and the lunch period.

B. Department seniority shall be defined as a Civilian employee's length of continuous service with the Department of Corrections.

1. Seniority shall only be interrupted by a break in continuous service as listed below:
 - a. Voluntary resignation;
 - b. Retirement or disability termination;
 - c. Discharge for just cause; or
 - d. Any other lawful termination of service.

2. When an employee covered by this Agreement voluntarily resigns and is rehired into a job covered by this Agreement in the Department of Corrections within six (6) months from the employee's termination date, the employee will be placed on the seniority roster with credit for his/her prior service but with no credit for the period of his/her absence.

3. When an employee covered by this Agreement is lawfully terminated from employment for any reason other than a voluntary resignation or just cause terminations and is rehired into a job covered by this Agreement in the Department of Corrections, the employee will be placed on the seniority roster with credit for his/her prior service but with no credit for the period of his/her absence.

4. Department seniority shall be a substantial factor in shift assignments and days off or bidding for these positions in case of rotating shifts.

5. Departmental seniority shall be defined as an employee's length of continuous service while occupying a position in the classified service as a civilian employee within the Department of Corrections.

C. Work schedules may be approved based upon policies of flexible working hours, such policies commonly referred to as "flex-time."

ARTICLE 19 -- MANDATORY OVERTIME AND OVERTIME ASSIGNMENT

A. The parties recognize and understand that the County has the right to require employees covered by this Agreement to work overtime and that overtime work should first be covered by volunteers and then through the evenhanded assignment of mandatory overtime. Accordingly, the parties agree to the following guidelines for the assignment of overtime work:

1. The Department will first try to cover its overtime work from volunteers on a rotating basis. If sufficient volunteers are not available for overtime work, the Department will make mandatory overtime assignments on a rotating basis from a pool of employees who are currently on duty. Mandatory overtime will not be assigned to an employee if the employee is scheduled for approved leave or break the following day except in the case of an emergency as determined by the Director or Deputy Director.

2. When scheduling overtime work, the County will make reasonable efforts to provide employees with as much advance notice as permitted under the circumstances.

3. Except in a case of emergency, as determined by the 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.

B. There shall be no pyramiding of overtime or other premium rates; that is, only one (1) overtime or premium rate will be paid for the same hours worked.

C. Mandatory overtime will not be assigned to a bargaining unit employee if that employee is scheduled for approved leave or a day off the following day.

D. Employees will be compensated at the rate of one and one-half (1.5) times their regular rate of pay for each hour, or fifteen (15) minute fractions thereof, they are required to work at the direction of a supervisor in excess of forty (40) hours in a workweek. At the option of the employee, when directed by a supervisor to work in excess of forty (40) hours in a workweek, an employee eligible for compensatory time under applicable law may elect to receive compensatory leave at the rate of one and one-half (1.5) hours for each overtime hour worked. All leave with pay shall be considered time worked in the computation of overtime.

ARTICLE 20 -- SAFETY AND HEALTH

- A. The County and PGCOA agree to cooperate to the fullest extent in the promotion of safety and health. Either the County or PGCOA may place safety and health issues on the agenda of the Labor-Management Committee of Article 9. In cases of emergency, there will be a resolution as soon as practicable.
- B. Body alarms will be available in each corresponding Zone Commander's Office, with the exception of Zone 1, for the use of employees entering a housing unit within that zone. Employees will not be required to enter a housing unit without a body alarm.
- C. Eyebolts, for both arms and legs, shall be set up in interview rooms in Housing Units 5 and 6.
- D. Radios shall be available to bargaining unit employees who must escort inmates in the facility or perform duties that warrant a radio. The radios will be kept in each corresponding Zone Commander's Office.

ARTICLE 21 -- TRAINING

Both the County and PGCOA recognize that training of staff is necessary for the proper performance of their duties. Accordingly, the Department will provide members covered by this Agreement with sufficient training, which will enable them to meet or maintain the standards for the specifications of their particular job. Employees will be allowed to apply for training that is offered Countywide.

ARTICLE 22 – CAREER ADVANCEMENT

- A. **Filling Vacancies.** A “vacancy” is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee which the County intends to fill or which is created when the County determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County elects, in its discretion, to fill the vacancy through the competitive process, the County will advertise the specific position to bargaining unit employees by posting a notice at all work locations at places where notices to employees are customarily posted. At the same time, PGCOA will be notified of the vacancy. Any employee covered by this Agreement may apply for any vacancy, as defined in this section. In the event that a vacancy is to be filled from an existing register, if an employee is not already on the necessary eligibility register, he or she will be afforded the opportunity to qualify for the eligibility register. When a PGCOA bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified PGCOA bargaining unit employee will be placed on the list of eligibles sent to the Corrections Department for its consideration. The Corrections Department will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy.
- B. **Interviews.** The Department of Corrections will ensure that interviews are scheduled for all vacant positions covered by this bargaining unit within thirty (30) working days following receipt of the Certificate of Eligibles. Exceptions can be made under extenuating circumstances.

ARTICLE 23 – ROSTERS

Personnel rosters shall be furnished to the PGCOA by the Department at the beginning of each fiscal year, which lists the name, job title, date of hire and job location of each employee in the bargaining unit. Upon request, an updated list will be furnished no more than quarterly to the PGCOA. PGCOA will be provided with an updated roster of all employees covered by this Agreement on a monthly basis no later than the 15th of the month.

ARTICLE 24 -- WAGES

A. Cost of Living Adjustments (COLA)

FY 2023 -- Employees covered by this agreement will receive a 3.0% cost-of-living increase to their hourly rate of pay effective the first full pay period in November 2022.

FY 2024 -- Employees covered by this agreement will receive a 4.25% cost-of-living increase to their hourly rate of pay effective the first full pay period in February 2024.

B. Merit Increases

1. Employees covered by this agreement who are otherwise eligible to receive a 3.5% merit increase during Fiscal Year 2023 shall receive that merit step on their initial hire date during FY 2023 (July 1, 2022 – June 30, 2023).

2. Employees covered by this agreement who are otherwise eligible to receive a 3.5% merit increase during Fiscal Year 2023 shall receive that merit step on their initial hire date during FY 2024 (July 1, 2023 – June 30, 2024).

3. Employees covered by this Agreement and hired before July 1, 2005 will keep the anniversary dates that they held on July 1, 2005 for as long as they are continuously employed. Employees entering the unit (through new hire, transfer, promotion, demotion) on or after July 1, 2005, will have as their anniversary dates the date of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

C. Wage Reopener

The County agrees to a wage reopener with the PGCOA Civilian Unit with regard to cost-of-living adjustments if any other County bargaining unit receives one or more COLAs in negotiations with the County (excluding interest arbitration) that are more than this bargaining unit's cost-of-living adjustments for any part of FY2023 or FY2024.

D. Wage Scale

1. Effective July 1, 2005, the longevity steps L1 through L6 will be eliminated. The current L6 step will be increased by two and one-half percent (2.5%) and become the new Max

Step. Said increase in the Max Step is in addition to the increases in the Max Step as a result of the COLA increases on July 1, 2005 and July 1, 2006.

2. Effective July 1, 2007, the max step will be increased by three and one-half percent (3.5%) and again on July 1, 2008. Said increase in the max step is in addition to the increases in the max step as a result of the COLA increases on the first full pay period beginning on July 1, 2007 and on July 1, 2008.

3. Effective October 6, 2013, the minimum and maximum rates will be increased by two and one-half percent (2.5%). Effective October 5, 2014, the minimum and maximum rates will be increased by two and one-half percent (2.5%).

4. Effective with each cost of living under Section 24.A, all minimum and maximum rates shall be increased by the same amount as the cost of living increase. Effective July 1, 2017 the max step will be increased by three and one-half percent (3.5%).

5. Effective July 1, 2018, the maximum pay rates will be increased by three and one-half percent (3.5%).

6. Effective the first full pay period in January 2019, Salary Schedule Q will be adjusted at Q06 to reflect the County minimum wage of \$11.50 per hour. All other steps and grades will be adjusted accordingly.

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

8. Effective July 1, 2022, the maximum pay rates will be increased by three and one-half percent (3.5%).

9. Effective July 1, 2023, the maximum pay rates will be increased by three and one-half percent (3.5%).

10. Effective July 1, 2022, Salary Schedule Q will be adjusted at Q06 to reflect the State minimum wage of \$12.50 per hour. All other minimums for each grade from Q06 to Q22 will be adjusted accordingly, based on 5% increments between levels. Similar adjustments will be made, upward only, if the State minimum wage or the County minimum wage go higher than \$12.50. Currently, the minimum wages in Maryland are set to go to \$13.25 on 1/1/23 and \$14.00 on 1/1/24.

E. Retroactive COVID-19 Hazard Pay

If Prince George's County receives additional State or federal funding that is allocated for bargaining unit pay (including wages, salaries, or specialty pay) in connection with the COVID-19 pandemic, the parties agree to reopen negotiations concerning potential COVID-19 hazard pay, with any agreement related to that pay to be set forth in a side letter to the main CBA. In addition, if the County agrees to pay COVID-19 hazard pay to any of its bargaining units in connection with negotiations for FY2023 or FY2024 collective-bargaining agreements, the County agrees to pay COVID-19 hazard pay for the same duration to employees covered by this

Agreement.

ARTICLE 25 -- CALL BACK, HOLIDAY, SHIFT, ACTING AND COURT PAY

A. Call Back Pay

Any employee who is called back to work from off-duty, and who does in fact perform duties on behalf of the Department during his/her normal off-duty hours, shall be paid for a minimum of three (3) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to disciplinary procedures.

B. Holiday Observance and Pay

1. County holidays listed in Section 16-219 of the Personnel Law shall be observed by employees covered by this Agreement on dates designated by the County Executive. The holidays established by the Personnel Law are listed below:

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

2. Eligible employees shall receive straight time pay for each of the designated holidays on which they are scheduled to work but on which they perform no work.

3. Employees eligible for holiday pay who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular overtime rate (i.e., no pyramiding). In the event that a holiday falls on the employee's regular day off, the employee shall receive another day off.

4. All employees must be in a pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay.

5. Employees who work on Correctional Officer Memorial Day will be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and shall not receive another day. All employees who have this as a regular day off, shall receive eight (8) hours of compensatory leave.

C. Shift Differential

1. Effective the first full pay period in July 2022, a shift differential of three dollars (\$3.00) per hour shall be paid for all non-overtime hours worked on the first (1st) shift (i.e., the night – 11 p.m. to 7.m. or equivalent) and on the third (3rd) shift (i.e., the evening shift – 3 p.m. to 11 p.m. or equivalent) The shift differential rate shall include employees specifically assigned on a permanent or rotating basis.

2. Employees assigned to work the first (1st) or third (3rd) shift shall receive shift differential pay for all paid status hours, including paid leave hours and holidays. However, for no employees shall shift differentials be used for the purpose of computing retirement deductions, and retirement and insurance benefits.

3. When the majority of hours worked fall within the third (3rd) or first (1st) shifts, the employee shall be paid shift differential for all eight (8) hours.

D. Acting Pay

1. When an employee is directed to assume, and does in fact assume, a majority of the duties of any other position with a higher grade in an acting capacity for a period of ten (10) consecutive days or more (including scheduled days off and approved holidays), beginning with the tenth (10th) day, he/she shall be paid at a rate of pay which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, and shall continue to be paid at the rate until relieved of the position by the person for whom he/she is acting, or by a person of equal grade to that position, or by a superior authority. He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.

2. Where Management elects to assign an employee to work in an acting capacity as described above, the employer shall not schedule work to circumvent the provisions of this section. This section shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully.

E. Court Time Compensation

If, as a result of actions taken during the course of employment with the Department of Corrections, an employee covered by this Agreement is scheduled to appear in Court on the employee's day off, the employee will be paid a minimum of four (4) hours pay at the overtime rate.

**ARTICLE 26 -- CLOTHING ISSUE AND MAINTENANCE ALLOWANCE
(For Property/Supply Clerks and Technicians)**

A. Clothing Issue and Allowance

1. The Department of Corrections will continue to issue uniforms to employees covered by this Agreement who are required to wear them and to replace worn and unserviceable uniforms. Employees will continue to maintain their uniforms by cleaning and making minor repairs.

2. Effective Fiscal Year 2019, five hundred dollar (\$500.00) uniform maintenance allowance will be provided to all employees who are required to wear uniforms. All employees receiving this allowance must wear their uniform. The allowance will be paid in two equal installments, the first will be in July and the second in January.

ARTICLE 27 -- TEC PAY

A. Any civilian member who is trained and qualified as part of the CISM Team in the Department of Corrections is entitled to receive TEC pay each fiscal year in July in the amount of six hundred dollars (\$600.00) which aligns with the provision in Article 31 of the PGCOA Correctional Officers CBA.

B. Civilian employees permanently assigned to bilingual (translation) duties will be eligible to receive eight hundred dollars (\$800.00) per year upon passing the Foreign Service Institute (State Department) language proficiency examination administered by the County. This sum will be paid thirty (30) days following certification and will be prorated based upon the time of year. Thereafter, the full amount will be paid in July or each fiscal year and will not be 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. These duties will be added to the employee's job description.

ARTICLE 28 -- ANNUAL AND SICK LEAVE

A. Annual Leave

1. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in Fiscal Year 1996, or such other amount established in an approved Salary Plan may be carried over from one (1) leave year to the next by an employee.

2. An employee shall be allowed to carry over annual leave earned as of the last full pay period in Fiscal Year 1995, even if such accumulated amount is in excess of the maximum allowed in Subsection (d)(1), of the Personnel Law.

3. Annual leave hours in excess of the maximum allowed to be carried over to the next leave year shall be converted to sick leave.

B. Sick Leave

Sick leave shall be provided to employees in accordance with Section 16-221 of the Personnel Law.

C. Sick and Annual Leave Disposition Upon Separation

1. The annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, be liquidated in the following manner:

a. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8) of the Personnel Law.

b. The employee may elect to apply all or any portion of the employee's sick and

annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.

2. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balances in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following limitations:

a. Upon separation from employment, employees who participate in the Maryland State Retirement Systems (MSRS) may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the last full pay period in Fiscal Year 1995 OR up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate if such conversion is permissible pursuant to the Annotated Code of Maryland.

3. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1995 fiscal year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half (1/2) of the employee's base hourly rate of pay as of the last full pay period in Fiscal Year 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 is not subject to cash payment to the employee upon separation.

4. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in Fiscal Year 1996 (i.e., new sick leave) is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. In addition, any old sick leave not cashed out under paragraph 3 may be used to purchase MSRS pension credit at the applicable rate if such conversion is permissible pursuant to the Annotated Code of Maryland.

5. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

6. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 of the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

D. Sick Leave Bank

A Joint Study Committee will be established to create a policy for an "Employee Sick Leave Bank". The Committee will be composed of an equal number of Employer and PGCOA representatives and shall meet at the request of any Committee member. The administration of this leave bank shall be the responsibility of the Union.

ARTICLE 29 -- PERSONAL LEAVE

Beginning in the 2022 leave year, thirty-two (32) hours of paid personal leave per leave year --

including the four (4) hours granted in lieu of General Election Day -- shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

ARTICLE 30 -- DISCRETIONARY LEAVE

Beginning with the 2023 leave year, employees covered by this Agreement with three (3) or more years of service shall be eligible for eight (hours of discretionary leave per leave year plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) after seven (7) years of service. Eight (8) additional hours of discretionary leave (for a total of twenty-four (24) hours) will be granted after ten (10) years of service. Discretionary leave may be taken in increments of four (4) hours, and must be approved in advance, and any unused discretionary leave cannot be carried over from one year to the next.

ARTICLE 31 -- BEREAVEMENT LEAVE

Bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first twenty-four (24) hours of bereavement leave taken upon the death of a family member, will be administrative leave rather than sick leave. The term "family" shall include the employee's spouse, child (including biological, adopted, foster, step-child, or legal ward), parent, parent-in-law, grandparent, grandchild, brother or sister. In the event of the death of any other member of the employee's family (brother- or sister-in-law, or son- or daughter-in-law), one working day will be administrative leave rather than sick leave.

ARTICLE 32 -- ADDITIONAL LEAVE PROVISION

A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Agreement will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shift. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour worked (not to exceed twelve (12) hours per employee per twenty-four (24) hour period).

B. If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned twenty-four (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.

C. Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations.

ARTICLE 33 -- BLOOD DONATION LEAVE

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation

in a blood donor program and for subsequent recuperation on the day they donate blood. The Employer may request verification of such donation.

ARTICLE 34 -- DISABILITY LEAVE

The Department will designate a member of Management to make an initial determination as to whether an injury qualifies for disability leave. Specifically, where an employee claims injury on the job (all hours working, including breaks, will be considered) and is unable to work, Management will make an initial determination through investigation as soon as possible but not later than ten (10) working days after the claim was made. In cases where injury on the job is clearly indicated, the employee will be placed on disability leave immediately. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but will be back charged sick or annual leave for the period of time the employee was on disability leave. In cases where injury on the job is not clearly indicated, the process outlined in Administrative Procedure 284 (Administration of Employee Leave) will be followed.

ARTICLE 35 -- FAMILY AND MEDICAL LEAVE

Employees covered by this Agreement are entitled to family and medical leave as provided in the County Personnel Law and as provided by Federal, State and County law.

ARTICLE 36 -- VOTING LEAVE

Employees who are registered voters may be granted up to two (2) hours off with pay for the purpose of voting in State, County and Federal primary and general elections if the employee would otherwise be prevented from voting because of his/her work schedule.

ARTICLE 37 -- ACCIDENTAL DEATH INSURANCE

In addition to any other life insurance or death benefit provided by the County, the County shall pay a death benefit of ten thousand dollars (\$10,000.00) upon the death of any employee covered by this Agreement whose death results from an accident on or off the job.

ARTICLE 38 -- HEALTH INSURANCE PREMIUMS

A. During Calendar Years 2015, 2016, and 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective Calendar Year 2018, the County shall contribute seventy-percent (70%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%)

B. During Calendar Years 2015, 2016, and 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall

contribute the remaining twenty-two percent (22%). Effective Calendar Year 2018 the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty five percent (25%).

C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. During Calendar Years 2015, 2016, and 2017 the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Effective Calendar Year 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

E. Two dental plans are available to employees, the cost of which is paid by the employee if the employees elect to enroll in either of the Plans.

F. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

G. Effective July 1, 2016, employees may contribute up to the maximum allowed by IRS regulations into a dependent flexible spending account and into a medical spending account.

H. Group Life Insurance under the Beneflex Program. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and salary. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

I. The County will notify the President of the PGCOA of changes to the choice of carriers or to the level of benefits provided to employees pursuant to a Health and/or Life Insurance plan prior to such changes being implemented. If requested, a meeting will be held with the President of PGCOA or their designee. This provision shall not be interpreted to require negotiations by the parties.

ARTICLE 39 -- SUPPLEMENTAL RETIREMENT BENEFIT

Employees covered by this Agreement will participate in the Supplemental Pension Plan for General Schedule Employees in accordance with the provisions of that plan.

ARTICLE 40 -- PUBLICATION OF AGREEMENT

The County shall provide fifty (50) copies of this Agreement to PGCOA for its distribution. The County also agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet.

ARTICLE 41 -- SAVINGS CLAUSE

In the event that any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision and shall leave unaffected the remainder of this Agreement. Upon issuance of such a decision, the Employer and PGCOA agree to immediately negotiate a substitution for the invalidated Article, Section or portion thereof.

ARTICLE 42 -- DURATION

This Agreement shall become effective on July 1, 2022, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2024. This Agreement shall be automatically renewed from year to year after June 30, 2024, unless either party shall notify the other in writing no later than October 1, 2023 (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.

Signed this _____ day of _____, 2022 in Prince George's County, Maryland.

FOR THE PRINCE GEORGE'S
CORRECTIONAL OFFICERS'
ASSOCIATION, INC. (CIVILIAN UNIT)

FOR PRINCE GEORGE'S COUNTY,
MARYLAND

Larry Brunson
President

Angela D. Alsobrooks
County Executive

Corenne Labbe
Department of Corrections

ATTACHMENT A – SALARY SCHEDULES**MIN-MAX SYSTEM**

Effective July 1, 2005, a MIN-MAX only system will replace the current MIN-MAX Longevity Salary Schedule. The minimum rates will be established from the February 6, 2005 minimum rates. The maximum rates will be established by increasing the February 6, 2005 Longevity 6 rates by two and one-half percent (2.5%). Said increase in the Max Step is in addition to the increases in the Max Step as a result of the COLA increases on July 1, 2005 and July 1, 2006.

An employee will be eligible to advance to the next step for his/her grade on his/her anniversary date at the rate of one (1) three and one-half percent (3.5%) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

Effective July 1, 2022, Salary Schedule Q will be adjusted at Q06 to reflect the State minimum wage of \$12.50 per hour. All other minimums for each grade from Q06 to Q22 will be adjusted accordingly, based on 5% increments between levels. Similar adjustments will be made, upward only, if the State minimum wage or the County minimum wage go higher than \$12.50. Currently, the minimum wages in Maryland are set to go to \$13.25 on 1/1/23 and \$14.00 on 1/1/24.

**SALARY SCHEDULE Q
SCHEDULE OF PAY GRADES (Q6 - Q22)
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
(CIVILIAN UNIT)
EFFECTIVE JULY 1, 2022**

MINIMUM WAGE ADJUSTMENT - \$12.50 & MAXIMUM WAGE ADJUSTMENT 3.5%

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	12.5000	26.7736
	BIWKLY	1000.00	2141.89
	ANNUAL	26,000	55,689
Q07	HOURLY	13.1250	28.1124
	BIWKLY	1050.00	2248.98
	ANNUAL	27,300	58,473
Q08	HOURLY	13.7813	29.5179
	BIWKLY	1102.50	2361.44
	ANNUAL	28,665	61,397
Q09	HOURLY	14.4703	30.9938
	BIWKLY	1157.63	2479.51
	ANNUAL	30,098	64,467
Q10	HOURLY	15.1938	32.5435
	BIWKLY	1215.51	2603.48
	ANNUAL	31,603	67,690
Q11	HOURLY	15.9535	34.1707
	BIWKLY	1276.28	2733.65
	ANNUAL	33,183	71,076
Q12	HOURLY	16.7512	35.8792
	BIWKLY	1340.10	2870.33
	ANNUAL	34,842	74,629
Q13	HOURLY	17.5888	37.6732
	BIWKLY	1407.10	3013.86
	ANNUAL	36,585	78,360

Q14	HOURLY	18.4682	39.5569
	BIWKLY	1477.46	3164.54
	ANNUAL	38,414	82,278
Q15	HOURLY	19.3916	41.5347
	BIWKLY	1551.33	3322.77
	ANNUAL	40,335	86,392
Q16	HOURLY	20.3612	43.6114
	BIWKLY	1628.89	3488.91
	ANNUAL	42,351	90,712
Q17	HOURLY	21.3792	45.7920
	BIWKLY	1710.34	3663.36
	ANNUAL	44,469	95,247
Q18	HOURLY	22.4482	48.0815
	BIWKLY	1795.86	3846.53
	ANNUAL	46,692	100,010
Q19	HOURLY	23.5706	50.4856
	BIWKLY	1885.65	4038.85
	ANNUAL	49,027	105,010
Q20	HOURLY	24.7491	53.0100
	BIWKLY	1979.93	4240.80
	ANNUAL	51,478	110,261
Q21	HOURLY	25.9866	55.6604
	BIWKLY	2078.93	4452.84
	ANNUAL	54,052	115,774
Q22	HOURLY	27.2859	58.4434
	BIWKLY	2182.87	4675.48
	ANNUAL	56,755	121,563

The minimum hourly rate for Q06 is increased to \$12.50 to reflect the state minimum wage, all other grade minimums are adjusted based on 5% increments between levels. The maximum hourly rates are the January 2, 2022 maximum rates multiplied by 1.035. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE Q SCHEDULE OF PAY GRADES (Q6 - Q22) PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC. (CIVILIAN UNIT) EFFECTIVE NOVEMBER 06, 2022 COST OF LIVING ADJUSTMENT 3.0%				
<u>GRADE</u>			<u>MIN</u>	<u>MAX</u>
Q06	HOURLY		12.8750	27.5768
	BIWEEKLY		1030.00	2206.15
	ANNUAL		26,780	57,360
Q07	HOURLY		13.5188	28.9557
	BIWEEKLY		1081.50	2316.45
	ANNUAL		28,119	60,228
Q08	HOURLY		14.1947	30.4034
	BIWEEKLY		1135.58	2432.28
	ANNUAL		29,525	63,239
Q09	HOURLY		14.9044	31.9236
	BIWEEKLY		1192.35	2553.89
	ANNUAL		31,001	66,401
Q10	HOURLY		15.6496	33.5198
	BIWEEKLY		1251.97	2681.58
	ANNUAL		32,551	69,721
Q11	HOURLY		16.4321	35.1959
	BIWEEKLY		1314.57	2815.66
	ANNUAL		34,179	73,208
Q12	HOURLY		17.2537	36.9556
	BIWEEKLY		1380.30	2956.44
	ANNUAL		35,888	76,868
Q13	HOURLY		18.1164	38.8034
	BIWEEKLY		1449.31	3104.27
	ANNUAL		37,682	80,711
Q14	HOURLY		19.0222	40.7436
	BIWEEKLY		1521.78	3259.48
	ANNUAL		39,566	84,747

Q15	HOURLY		19.9734	42.7807
	BIWEEKLY		1597.87	3422.46
	ANNUAL		41,545	88,984
Q16	HOURLY		20.9720	44.9197
	BIWEEKLY		1677.76	3593.58
	ANNUAL		43,622	93,433
Q17	HOURLY		22.0206	47.1658
	BIWEEKLY		1761.65	3773.26
	ANNUAL		45,803	98,104
Q18	HOURLY		23.1217	49.5240
	BIWKLY		1849.73	3961.92
	ANNUAL		48,093	103,010
Q19	HOURLY		24.2777	52.0002
	BIWEEKLY		1942.22	4160.01
	ANNUAL		50,498	108,160
Q20	HOURLY		25.4916	54.6003
	BIWEEKLY		2039.33	4368.02
	ANNUAL		53,023	113,568
Q21	HOURLY		26.7662	57.3303
	BIWEEKLY		2141.30	4586.42
	ANNUAL		55,674	119,247
Q22	HOURLY		28.1045	60.1968
	BIWEEKLY		2248.36	4815.74
	ANNUAL		58,457	125,210

The hourly rates are the July 1, 2022 rates multiplied by 1.03. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE Q
SCHEDULE OF PAY GRADES (Q6 - Q22)
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
(CIVILIAN UNIT)
EFFECTIVE JANUARY 1, 2023
MINIMUM WAGE ADJUSTMENT - \$13.25

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	13.2500	27.5768
	BIWKLY	1060.00	2206.15
	ANNUAL	27,560	57,360
Q07	HOURLY	13.9125	28.9557
	BIWKLY	1113.00	2316.45
	ANNUAL	28,938	60,228
Q08	HOURLY	14.6081	30.4034
	BIWKLY	1168.65	2432.28
	ANNUAL	30,385	63,239
Q09	HOURLY	15.3385	31.9236
	BIWKLY	1227.08	2553.89
	ANNUAL	31,904	66,401
Q10	HOURLY	16.1055	33.5198
	BIWKLY	1288.44	2681.58
	ANNUAL	33,499	69,721
Q11	HOURLY	16.9107	35.1959
	BIWKLY	1352.86	2815.66
	ANNUAL	35,174	73,208
Q12	HOURLY	17.7563	36.9556
	BIWKLY	1420.50	2956.44
	ANNUAL	36,933	76,868
Q13	HOURLY	18.6441	38.8034
	BIWKLY	1491.53	3104.27
	ANNUAL	38,780	80,711

Q14	HOURLY	19.5763	40.7436
	BIWKLY	1566.10	3259.48
	ANNUAL	40,719	84,747
Q15	HOURLY	20.5551	42.7807
	BIWKLY	1644.41	3422.46
	ANNUAL	42,755	88,984
Q16	HOURLY	21.5829	44.9197
	BIWKLY	1726.63	3593.58
	ANNUAL	44,892	93,433
Q17	HOURLY	22.6620	47.1658
	BIWKLY	1812.96	3773.26
	ANNUAL	47,137	98,104
Q18	HOURLY	23.7951	49.5240
	BIWKLY	1903.61	3961.92
	ANNUAL	49,494	103,010
Q19	HOURLY	24.9849	52.0002
	BIWKLY	1998.79	4160.01
	ANNUAL	51,968	108,160
Q20	HOURLY	26.2341	54.6003
	BIWKLY	2098.73	4368.02
	ANNUAL	54,567	113,568
Q21	HOURLY	27.5458	57.3303
	BIWKLY	2203.66	4586.42
	ANNUAL	57,295	119,247
Q22	HOURLY	28.9231	60.1968
	BIWKLY	2313.85	4815.74
	ANNUAL	60,160	125,210

The minimum hourly rate for Q06 is increased to \$13.25 to reflect the state minimum wage, all other grade minimums are adjusted based on 5% increments between levels. The maximum hourly rates are the November 2022 maximum rates. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE Q
SCHEDULE OF PAY GRADES (Q6 - Q22)
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
(CIVILIAN UNIT)
EFFECTIVE JULY 1, 2023
MAXIMUM WAGE SCALE ADJUSTMENT - 3.5%

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	13.2500	28.5420
	BIWKLY	1060.00	2283.36
	ANNUAL	27,560	59,367
Q07	HOURLY	13.9125	29.9692
	BIWKLY	1113.00	2397.53
	ANNUAL	28,938	62,336
Q08	HOURLY	14.6081	31.4675
	BIWKLY	1168.65	2517.41
	ANNUAL	30,385	65,453
Q09	HOURLY	15.3385	33.0409
	BIWKLY	1227.08	2643.28
	ANNUAL	31,904	68,725
Q10	HOURLY	16.1055	34.6930
	BIWKLY	1288.44	2775.44
	ANNUAL	33,499	72,161
Q11	HOURLY	16.9107	36.4277
	BIWKLY	1352.86	2914.21
	ANNUAL	35,174	75,770
Q12	HOURLY	17.7563	38.2490
	BIWKLY	1420.50	3059.92
	ANNUAL	36,933	79,558
Q13	HOURLY	18.6441	40.1615
	BIWKLY	1491.53	3212.92
	ANNUAL	38,780	83,536

Q14	HOURLY	19.5763	42.1696
	BIWKLY	1566.10	3373.56
	ANNUAL	40,719	87,713
Q15	HOURLY	20.5551	44.2780
	BIWKLY	1644.41	3542.24
	ANNUAL	42,755	92,099
Q16	HOURLY	21.5829	46.4919
	BIWKLY	1726.63	3719.36
	ANNUAL	44,892	96,703
Q17	HOURLY	22.6620	48.8166
	BIWKLY	1812.96	3905.33
	ANNUAL	47,137	101,538
Q18	HOURLY	23.7951	51.2573
	BIWKLY	1903.61	4100.59
	ANNUAL	49,494	106,616
Q19	HOURLY	24.9849	53.8202
	BIWKLY	1998.79	4305.62
	ANNUAL	51,968	111,946
Q20	HOURLY	26.2341	56.5113
	BIWKLY	2098.73	4520.90
	ANNUAL	54,567	117,543
Q21	HOURLY	27.5458	59.3368
	BIWKLY	2203.66	4746.95
	ANNUAL	57,295	123,421
Q22	HOURLY	28.9231	62.3036
	BIWKLY	2313.85	4984.29
	ANNUAL	60,160	129,592

The minimum hourly rates are the January 1, 2023 rates. The maximum hourly rates are the November 2022 maximum rates multiplied by 1.035. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE Q
SCHEDULE OF PAY GRADES (Q6 - Q22)
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
(CIVILIAN UNIT)
EFFECTIVE JANUARY 1, 2024
MINIMUM WAGE ADJUSTMENT - \$14.00

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	14.0000	28.5420
	BIWKLY	1120.00	2283.36
	ANNUAL	29,120	59,367
Q07	HOURLY	14.7000	29.9692
	BIWKLY	1176.00	2397.53
	ANNUAL	30,576	62,336
Q08	HOURLY	15.4350	31.4675
	BIWKLY	1234.80	2517.41
	ANNUAL	32,105	65,453
Q09	HOURLY	16.2068	33.0409
	BIWKLY	1296.54	2643.28
	ANNUAL	33,710	68,725
Q10	HOURLY	17.0171	34.6930
	BIWKLY	1361.37	2775.44
	ANNUAL	35,396	72,161
Q11	HOURLY	17.8679	36.4277
	BIWKLY	1429.44	2914.21
	ANNUAL	37,165	75,770
Q12	HOURLY	18.7613	38.2490
	BIWKLY	1500.91	3059.92
	ANNUAL	39,024	79,558
Q13	HOURLY	19.6994	40.1615
	BIWKLY	1575.95	3212.92
	ANNUAL	40,975	83,536

Q14	HOURLY	20.6844	42.1696
	BIWKLY	1654.75	3373.56
	ANNUAL	43,024	87,713
Q15	HOURLY	21.7186	44.2780
	BIWKLY	1737.49	3542.24
	ANNUAL	45,175	92,099
Q16	HOURLY	22.8045	46.4919
	BIWKLY	1824.36	3719.36
	ANNUAL	47,433	96,703
Q17	HOURLY	23.9448	48.8166
	BIWKLY	1915.58	3905.33
	ANNUAL	49,805	101,538
Q18	HOURLY	25.1420	51.2573
	BIWKLY	2011.36	4100.59
	ANNUAL	52,295	106,616
Q19	HOURLY	26.3991	53.8202
	BIWKLY	2111.93	4305.62
	ANNUAL	54,910	111,946
Q20	HOURLY	27.7190	56.5113
	BIWKLY	2217.52	4520.90
	ANNUAL	57,656	117,543
Q21	HOURLY	29.1050	59.3368
	BIWKLY	2328.40	4746.95
	ANNUAL	60,538	123,421
Q22	HOURLY	30.5602	62.3036
	BIWKLY	2444.82	4984.29
	ANNUAL	63,565	129,592

The minimum hourly rate for Q06 is increased to \$14.00 to reflect the state minimum wage, all other grade minimums are adjusted based on 5% increments between levels. The maximum hourly rates are the July 1, 2023 maximum rates. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE Q
SCHEDULE OF PAY GRADES (Q6 - Q22)
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.
(CIVILIAN UNIT)
EFFECTIVE FEBRUARY 11, 2024
COST OF LIVING ADJUSTMENT – 4.25%

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	14.5950	29.7550
	BIWKLY	1167.60	2380.41
	ANNUAL	30,358	61,891
Q07	HOURLY	15.3248	31.2429
	BIWKLY	1225.98	2499.42
	ANNUAL	31,875	64,985
Q08	HOURLY	16.0910	32.8049
	BIWKLY	1287.28	2624.40
	ANNUAL	33,469	68,234
Q09	HOURLY	16.8955	34.4452
	BIWKLY	1351.64	2755.62
	ANNUAL	35,143	71,646
Q10	HOURLY	17.7403	36.1675
	BIWKLY	1419.23	2893.40
	ANNUAL	36,900	75,228
Q11	HOURLY	18.6273	37.9759
	BIWKLY	1490.19	3038.06
	ANNUAL	38,745	78,990
Q12	HOURLY	19.5587	39.8746
	BIWKLY	1564.70	3189.97
	ANNUAL	40,682	82,939
Q13	HOURLY	20.5366	41.8683
	BIWKLY	1642.93	3349.47
	ANNUAL	42,716	87,086

Q14	HOURLY	21.5635	43.9618
	BIWKLY	1725.08	3516.94
	ANNUAL	44,852	91,441
Q15	HOURLY	22.6416	46.1598
	BIWKLY	1811.33	3692.79
	ANNUAL	47,095	96,013
Q16	HOURLY	23.7737	48.4678
	BIWKLY	1901.90	3877.43
	ANNUAL	49,449	100,813
Q17	HOURLY	24.9624	50.8913
	BIWKLY	1996.99	4071.30
	ANNUAL	51,922	105,853
Q18	HOURLY	26.2105	53.4358
	BIWKLY	2096.84	4274.86
	ANNUAL	54,518	111,147
Q19	HOURLY	27.5210	56.1076
	BIWKLY	2201.68	4488.60
	ANNUAL	57,244	116,704
Q20	HOURLY	28.8971	58.9131
	BIWKLY	2311.77	4713.04
	ANNUAL	60,106	122,539
Q21	HOURLY	30.3420	61.8586
	BIWKLY	2427.36	4948.69
	ANNUAL	63,111	128,666
Q22	HOURLY	31.8591	64.9515
	BIWKLY	2548.72	5196.13
	ANNUAL	66,267	135,100

The hourly rates are the February 2023 rates multiplied by 1.0425. For administrative purposes, the hourly rates are the controlling rates. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

ATTACHMENT B - CLASSES OF WORK

UNIT I – Civilian Employees and Professional Employees

Administrative Aide I, II, III, IV
Supply/Property Clerk I, II, III, IV
Supply Technician
Accountant I, II
Administrative Assistant I, II
Budget/Management Analyst I, II
Correctional Treatment Coordinator I, II
Crew Supervisor I, II, III
Executive Administrative Aide (except when those positions are assigned to the offices of the Director; the Deputy Director, Bureau of Operations; and the Deputy Director, Bureau of Administration)
Investigator I, II
Personnel Analyst I, II
Social Worker I, II
Account Clerk I, II, III, IV
Accounting Technician
Assistant Correctional Treatment Coordinator I, II
Data Entry Operator I, II
General Clerk I, II, III, IV
Laboratory Assistant I, II
Paralegal Assistant I, II, III
Personnel Aide I, II, III
Public Safety Aide I, II, III
Supply Manager I/II
IT Project Coordinator I, II
Instructor I, II
Procurement Officer I, II

Pursuant to Sections 13A-106(b) and 13A-113(a) of the Labor Code, the Appointing Authority shall apply due consideration in determining and ensuring that the civilian employees of the Prince George's County Department of Corrections, employed at grades Q6-Q22, become members of the PGCOA civilian bargaining unit unless such employees are "elected officials, management level employees, confidential employees, and officials appointed pursuant to law to a policy-making position," as defined by Section 13A-102(h) of the Labor Code.

ATTACHMENT 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.