



**PRINCE GEORGE'S COUNTY GOVERNMENT**  
**OFFICE OF THE COUNTY EXECUTIVE**

**Rushern L. Baker, III**  
County Executive

September 4, 2018

The Honorable Dannielle M. Glaros  
Chair  
Prince George's County Council  
County Administration Building  
Upper Marlboro, Maryland 20772

Dear Chair Glaros:

Prince George's County, Maryland (the County) and the Police Civilians Employees Association have completed labor negotiations for a new labor agreement (the Agreement) covering Fiscal Years 2019 and 2020. Transmitted herewith for the County Council's consideration are the Agreement and the Council Bill necessary to enact the Agreement into law. Also attached is a copy of the Resolution and Salary Schedule that accompanies the Agreement to be synchronized with the Council's enactment of the enclosed Council Bill.

Although the Agreement carries forward many of the terms and conditions of the County's previous labor agreement with the Police Civilian Employees Association, the new Agreement contains a number of modifications. These modifications are listed for Council in the enclosed Settlement Summary for the Agreement.

The Council's expeditious and favorable consideration of this legislation is greatly appreciated. If further discussion of this matter is necessary, please contact my office or Stephanye R. Maxwell, Esq., CPM, Director of the Office of Human Resources Management, at 301-883-6344.

Sincerely,

Rushern L. Baker, III  
County Executive

Enclosures

**SETTLEMENT SUMMARY**  
**POLICE CIVILIAN EMPLOYEES ASSOCIATION**  
**AND**  
**PRINCE GEORGE'S COUNTY, MARYLAND**

**FISCAL YEARS 2019 & 2020**

The following is a complete summary of modifications to the wages and benefits agreed to by the Prince George's County Police Civilian 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 2019 and 2020 and covers civilian employees within the Police Department, the Vehicle Audit Unit of the Department of the Environment and Dispatch Aides and Emergency Dispatchers in 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**

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

**ARTICLE 4 – CAREER ADVANCEMENT**

**Amendments to paragraphs A and F to update appropriate class titles for vacancies in Public Safety Communications as follows:**

**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. 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 1<sup>st</sup> of that year and shall be in effect for a two-year period.

F. Only PSC personnel who are on the ED III, ECT III and Shift Supervisor eligibility register shall be eligible and considered for promotion to fill those permanent vacancies and to fill in as needed in an acting capacity during temporary absences.

**ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE**

**Amendment to reflect the use of Union Leave rather than Administrative Leave, and to clarify personnel that are able to serve as PCEA representatives during grievance procedures.**

**Section 9.7 Processing Grievances During Working Hours**

PCEA representatives (identified in accordance with Section 7.2 PCEA Officers and Delegates) shall be granted reasonable union leave to process grievances pursuant to this Article during working hours.

**ARTICLE 10 – WAGES AND BENEFITS**

**Cost of living increases and merits for FY19 and FY20; adjustments to the Uniform Wage Scale to reflect the County’s minimum wage of \$11.50 and subsequent incremental adjustments to each grade; and an increase of 3.5% to the maximum pay rates for FY19.**

**Section 10.1 Wages**

A. Cost of Living Increases

FY 2019 -- Employees covered by this agreement will receive a 1.75% increase to their hourly rate of pay effective the first full pay period in January 2019.

FY 2020 -- Employees covered by this agreement will receive a 1.50% increase to their hourly rate of pay effective the first full pay period in January 2020.

B. Anniversary Increases

Employees covered by this agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2019 shall receive that merit step on their anniversary date during FY 2019 (July 1, 2018-June 30, 2019).

Employees covered by this agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2019 shall receive that merit step on their anniversary date during FY 2020 (July 1, 2019-June 30, 2020).

C. Uniform Wage Scale

Fiscal Year 2019

Effective the first full pay period in January 2019, Salary Schedule P will be adjusted at P05 to reflect the County minimum wage of \$11.50 per hour. All other steps and grades will be adjusted accordingly.

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

There will be no other pay adjustments for the duration of this agreement.

**Section 10.3 Holiday Pay**

**Amendment to paragraph A. 4. is to ensure personnel receive compensatory leave equal to the number of regularly scheduled work hours. Shift work employees assigned to work ten**

**(10) or twelve (12) hour schedules will receive the same number of hours of compensatory time.**

A. Holidays and Holiday Compensation.

4. If a holiday falls on an employee's regular day off, the employee shall earn compensatory leave equal to the number of hours in their scheduled work day so that the compensatory time can be used to take another day off.

**Amendment to paragraph B. 2. increases the number of holidays that bargaining unit members assigned to work permanent day work positions are entitled to work from four (4) to six (6).**

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 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.

**Section 10.9 TEC Pay**

**Amendment to paragraph A to increase pay for employees who provide on the job training from \$2.00 to \$2.50 for FY19 and from \$2.50 to \$3.00 for FY20.**

A. Effective July 1, 2018, employees who are assigned to provide on the job training (which is designed to be at least five (5) days or more in duration) for employees will receive a payment of two and a half dollars (\$2.50) per hour. Effective July 1, 2019, the payment will increase to three dollars (\$3.00) per hour.

**Delete paragraph C and replace it with the following language pertaining to additional certification pay for cross trained Emergency Dispatchers:**

C. Certified Cross Trained Emergency Dispatchers. Effective July 1, 2018, PSC Emergency Dispatcher II personnel and PSC bargaining unit personnel who have achieved all Phase I, Phase II and Phase III training as Law 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).

To qualify as Certified Cross Trained Emergency Dispatchers, personnel must satisfactorily complete all PSC 9-1-1 and Dispatcher training requirements as set forth in PSC Directive 2015-05, or its successor(s), including Phase I and II 9-1-1 training, Phase III Law Enforcement Dispatcher Training, and Phase III Fire/EMS Dispatcher Training. Phase III training in the second discipline must be completed within thirty (30) working days and/or ninety (90) calendar days, whichever comes later, of the date on which the Phase III training in the second discipline begins. PSC Emergency Dispatcher II personnel shall be provided a reasonable

opportunity to complete the required Phase III training in the second discipline during off duty hours in a paid overtime status.

To retain certification pay, Certified Cross Trained Emergency Dispatchers must (i) retain all required certifications, (ii) attend required training classes related to 9-1-1, Law Dispatch and Fire/EMS Dispatch; (iii) satisfactorily perform a documented minimum of twelve (12) hours of Fire/EMS duties per month; (iv) satisfactorily perform a documented minimum of twelve (12) hours of Law Enforcement Dispatcher duties per month. Failure to satisfy all of these requirements will result in a loss of Certified Cross Trained Emergency Dispatcher status and pay. Certified Cross Trained Emergency Dispatchers shall be provided advanced notice of all required training classes sufficient to enable attendance.

Participation in this cross training program is entirely voluntarily and is open to all PSC bargaining unit personnel who have achieved all Phase I, Phase II and Phase III training as Law 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.

### **Section 10.11 Work Schedule**

**Amendment to provide an exemption to the required fourteen (14) calendar day notice for a change in work location when operational necessity requires that employees work at an alternate work location, such as the backup 9-1-1 Center or primary 9-1-1 Center.**

B. Whenever an employee's shift assignment, hours of work or work location is changed, the Employer will provide the employee with at least fourteen (14) calendar days' notice before the change is effective. However, the parties also recognize that under emergency circumstances (such as filling in for someone who is absent from work) fourteen (14) days' notice may not be possible. In addition, the parties recognize that when operational necessity requires that the employer relocate operations and employees are required to work at an alternate work location during their regular shift assignment, fourteen (14) days' notice may not be possible.

### **Section 10.15 Group Health Insurance Under the Beneflex Program**

**Amendment to paragraphs A, B and C to reflect the contributions for the current calendar years only, no other changes made.**

A. In Calendar Year 2019 and 2020, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%).

B. In Calendar Year 2019 and 2020, 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 (25%). Employees who provide proof of other medical coverage may choose to receive a credit.

C. In Calendar Year 2019 and 2020, the County shall contribute eighty-five (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employees 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.

**New Section added to mandate supervisor training upon promotion to a supervisory position as follows:**

**Section 10.24 Police Civilian Supervisor Training**

Bargaining Unit Employees in the Police Department who are promoted to a supervisory position shall be mandated to attend supervisor training provided to police supervisors. This training will take place within six (6) months of being promoted.

**ARTICLE 11 -- SUPPLEMENTAL RETIREMENT BENEFIT**

**Amendment to paragraph L to reflect current dates as follows:**

L. Hold Harmless

For any employee covered by this Agreement who retires during the period from July 1, 2018, through June 30, 2020, "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, 2020, "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.

**ARTICLE 12 – LEAVE**

**Amendment to include a step parent for Bereavement Leave**

**Section 12.9 Bereavement Leave**

A. In the event of the death of an employee's spouse, child, parent (to include a step parent), or sibling, the employee may take up to four (4) working days leave for bereavement. The first

three (3) leave days will be administrative leave days and the other day will be charged to the employee's accumulated sick leave, annual leave or leave without pay.

### **ARTICLE 13 -- CLOTHING AND MAINTENANCE ALLOWANCE**

**Add new paragraph H to provide County-issued shirts to Tow Unit Investigators each year.**

H. The County will furnish Tow Unit Investigators with three (3) shirts within 60 days of hire and two (2) shirts (long sleeve or short sleeve as requested) issued on January 1, of each calendar year, which bear an image or logo that clearly identifies the employee as a Tow Unit Investigator.

### **ARTICLE 20 -- DURATION**

**Language amended to change effective dates of Agreement as follows:**

A. This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020.

B. This Agreement shall be automatically renewed from year to year after June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019 (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.