

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2022 Legislative Session**

Bill No. CB-001-2022

Chapter No. 2

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Hawkins, Streeter, Turner, Dernoga, Davis, Ivey,

Franklin, and Harrison

Co-Sponsors \_\_\_\_\_

Date of Introduction February 22, 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16 hereby repealed and reenacted with the following amendments: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 4, 2018] September 20, 2021, 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, 2020.

Adopted this 15<sup>th</sup> day of March, 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, 2020 - JUNE 30, 2022**

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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 work place 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)

There will be no cost of living adjustment (COLA) for FY 2021 or FY 2022.

#### B. Merit Increases

1. There will be no merit increases in FY 2021.

2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase in FY 2022, will receive a merit increase on their anniversary date.

3. Employees covered by this Agreement who were otherwise eligible to receive a merit increase in FY 2021 will receive a merit increase effective the last full pay period in FY 2022. There will be no retroactive payment for the FY 2021 merit.

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

D. 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.

E. Retroactive COVID-19 Hazard Pay

Essential Public Facing employees that reported to work from September 27, 2020 through April 24, 2021 will be entitled to receive \$350 per pay period of COVID-19 Hazard Pay. For an

employee to receive the \$350 COVID-19 Hazard Pay, an employee must have worked 75% of their scheduled hours. If an employee worked less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. For purposes of clarity, an essential public facing employee is one who, during the performance of their assigned duties, must have had substantial direct contact with the public and other employees thus increasing their risk of exposure to COVID-19. Telework hours do not qualify for this provision.

## **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 December 2018, a shift differential of two dollars

and sixty-five cents (\$2.65) per hour shall be paid for all non-overtime hours worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) and on the third (3<sup>rd</sup>) 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 (1<sup>st</sup>) or third (3<sup>rd</sup>) 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 (3<sup>rd</sup>) or first (1<sup>st</sup>) 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 (10<sup>th</sup>) 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 four hundred-fifty dollars (\$450.00).

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 of 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 2012 leave year, employees covered by this Agreement with five (5) or more years of service shall be eligible for eight (8) hours of discretionary leave per leave year plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) after ten (10) years of service. Eight (8) additional hours of discretionary leave (for a total of twenty-four (24) hours) will be granted after fifteen (15) years of service. Discretionary leave may be taken in increments of four (4) hours, and must be requested and 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, 2020, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2022. This Agreement shall be automatically renewed from year to year after June 30, 2022 unless either party shall notify the other in writing no later than October 1, 2021 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify, or amend this Agreement.

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

\_\_\_\_\_  
Tammie Owens  
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.

**SALARY SCHEDULE Q**  
**SCHEDULE OF PAY GRADES (Q6 - Q22)**  
**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**  
**(CIVILIAN UNIT)**  
**EFFECTIVE JANUARY 5, 2020**  
**COLA 1.5%**

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
Q06	HOURLY	11.8768	24.9935
	BIWKLY	950.14	1999.48
	ANNUAL	24,704	51,986
Q07	HOURLY	12.4706	26.2431
	BIWKLY	997.65	2099.45
	ANNUAL	25,939	54,586
Q08	HOURLY	13.0941	27.5553
	BIWKLY	1047.53	2204.42
	ANNUAL	27,236	57,315
Q09	HOURLY	13.7488	28.9331
	BIWKLY	1099.91	2314.65
	ANNUAL	28,598	60,181
Q10	HOURLY	14.4363	30.3797
	BIWKLY	1154.90	2430.38
	ANNUAL	30,027	63,190
Q11	HOURLY	15.1581	31.8987
	BIWKLY	1212.65	2551.90
	ANNUAL	31,529	66,349
Q12	HOURLY	15.9160	33.4936
	BIWKLY	1273.28	2679.49
	ANNUAL	33,105	69,667
Q13	HOURLY	16.7118	35.1683
	BIWKLY	1336.94	2813.47
	ANNUAL	34,761	73,150

Q14	HOURLY	17.5474	36.9267
	BIWKLY	1403.79	2954.14
	ANNUAL	36,499	76,808
Q15	HOURLY	18.4248	38.7731
	BIWKLY	1473.98	3101.85
	ANNUAL	38,324	80,648
Q16	HOURLY	19.3460	40.7117
	BIWKLY	1547.68	3256.94
	ANNUAL	40,240	84,680
Q17	HOURLY	20.3133	42.7473
	BIWKLY	1625.06	3419.79
	ANNUAL	42,252	88,914
Q18	HOURLY	21.3290	44.8847
	BIWKLY	1706.32	3590.77
	ANNUAL	44,364	93,360
Q19	HOURLY	22.3954	47.1289
	BIWKLY	1791.63	3770.31
	ANNUAL	46,582	98,028
Q20	HOURLY	23.5152	49.4854
	BIWKLY	1881.22	3958.83
	ANNUAL	48,912	102,930
Q21	HOURLY	24.6909	51.9596
	BIWKLY	1975.28	4156.77
	ANNUAL	51,357	108,076
Q22	HOURLY	25.9255	54.5576
	BIWKLY	2074.04	4364.61
	ANNUAL	53,925	113,480

The minimum and maximum rates are the January 6, 2019 (Wage Scale Adjustment #2) adjusted rates increased by 1.5%. 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 2, 2022**  
**MAXIMUM WAGE SCALE ADJUSTMENT 3.5%**

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
<b>Q06</b>	HOURLY	11.8768	25.8682
	BIWEEKLY	950.14	2069.46
	ANNUAL	24,704	53,806
<b>Q07</b>	HOURLY	12.4706	27.1617
	BIWEEKLY	997.65	2172.93
	ANNUAL	25,939	56,496
<b>Q08</b>	HOURLY	13.0941	28.5197
	BIWEEKLY	1047.53	2281.58
	ANNUAL	27,236	59,321
<b>Q09</b>	HOURLY	13.7488	29.9457
	BIWEEKLY	1099.91	2395.66
	ANNUAL	28,598	62,287
<b>Q10</b>	HOURLY	14.4363	31.4430
	BIWEEKLY	1154.90	2515.44
	ANNUAL	30,027	65,401
<b>Q11</b>	HOURLY	15.1581	33.0152
	BIWEEKLY	1212.65	2641.21
	ANNUAL	31,529	68,672
<b>Q12</b>	HOURLY	15.9160	34.6659
	BIWEEKLY	1273.28	2773.27
	ANNUAL	33,105	72,105
<b>Q13</b>	HOURLY	16.7118	36.3992
	BIWEEKLY	1336.94	2911.94
	ANNUAL	34,761	75,710
<b>Q14</b>	HOURLY	17.5474	38.2192
	BIWEEKLY	1403.79	3057.53
	ANNUAL	36,499	79,496



<b>Q15</b>	HOURLY		18.4248	40.1301
	BIWEEKLY		1473.98	3210.41
	ANNUAL		38,324	83,471
<b>Q16</b>	HOURLY		19.3460	42.1366
	BIWEEKLY		1547.68	3370.93
	ANNUAL		40,240	87,644
<b>Q17</b>	HOURLY		20.3133	44.2435
	BIWEEKLY		1625.06	3539.48
	ANNUAL		42,252	92,026
<b>Q18</b>	HOURLY		21.3290	46.4556
	BIWKLY		1706.32	3716.45
	ANNUAL		44,364	96,628
<b>Q19</b>	HOURLY		22.3954	48.7784
	BIWEEKLY		1791.63	3902.27
	ANNUAL		46,582	101,459
<b>Q20</b>	HOURLY		23.5152	51.2174
	BIWEEKLY		1881.22	4097.39
	ANNUAL		48,912	106,532
<b>Q21</b>	HOURLY		24.6909	53.7782
	BIWEEKLY		1975.28	4302.26
	ANNUAL		51,357	111,859
<b>Q22</b>	HOURLY		25.9255	56.4671
	BIWEEKLY		2074.04	4517.37
	ANNUAL		53,925	117,452

The minimum hourly rates are the January 5, 2020 rates. The maximum hourly rates are the January 5, 2020 maximum rates multiplied by 1.035. 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.

**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

**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.