

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session _____ 1991 _____

Bill No. _____ CB-104-1991 _____

Chapter No. _____ 85 _____

Proposed and Presented by _____ The Chairman (by request -
_____ County Executive) _____

Introduced by _____ Council Members Castaldi, Bell, Fletcher,
_____ Casula and Mills _____

Co-Sponsors _____

Date of Introduction _____ November 5, 1991 _____

BILL

AN ACT concerning

Collective Bargaining Agreement - Prince George's

Correctional Officers' Association, Inc.

(Food Services Bargaining Unit)

FOR the purpose of approving the labor agreement by and between Prince George's County and the Prince George's Correctional Officers' Association, Inc. to provide for wage increases and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY adding:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(18),

The Prince George's County Code
(1987 Edition, 1990 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(18) be and the same is hereby added to the Prince George's County Code to read as follows:

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

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

(18) Declaration of Approval - Prince George's Correctional Officers' Association, Inc. (Food Services Bargaining Unit).

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and Prince George's Correctional Officers' Association, Inc. (Food Services Bargaining Unit) on October 8, 1991, 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 this Act shall take effect forty-five (45) calendar days after it becomes law and that the provisions of the labor agreement shall be retroactively effective to the date specified in the agreement.

Adopted this 26th day of November, 1991.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Richard J. Castaldi
Chairman

ATTEST:

Maurene W. Epps
Acting Clerk of the Council

APPROVED:

DATE: _____

BY: _____
Parris N. Glendening
County Executive

KEY:

Underscoring indicates language added to existing law.

AGREEMENT
MADE BY AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
PRINCE GEORGE'S CORRECTIONAL
OFFICERS' ASSOCIATION, INC.
(Food Services Bargaining Unit)
July 1, 1991 - June 30, 1992

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PURPOSE

This Collective Bargaining Agreement (Agreement) is entered into by Prince George's County, Maryland (County) and The Prince George's Correctional Officers' Association, Inc. (PGCOA), and has as its purpose 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.

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 the PGCOA as the sole and exclusive collective bargaining representative of the Prince George's County Department of Corrections' employees in the food services bargaining unit for which it was certified by the Prince George's County Public Employee Relations Board for the purpose of negotiating wages, hours and other terms and conditions of employment. The Food Services Unit is comprised of:

- Food Service Specialist I
- Food Service Specialist II
- Food Service Coordinator I
- Food Service Coordinator II

The provisions of this Agreement shall apply to all unit members unless otherwise specified.

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ARTICLE 2

MANAGEMENT'S RIGHTS

The County retains full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the County retains the right to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause; to relieve employees from duty because of lack of work; and to take any other action necessary to carry out the mission of the County.

ARTICLE 3

NON-DISCRIMINATION

The 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, political affiliation, country of national origin, physical handicap, marital status, age or labor organization affiliation and to promote and implement a positive and continuing program of equal employment opportunity.

ARTICLE 4

PGCOA MEMBERSHIP AND CHECKOFF

1. All employees covered by this Agreement who are members of the PGCOA, or who elect to become members of the PGCOA, shall, pursuant to Paragraph 2, below, remain members of the PGCOA for the duration of this Agreement. All employees covered by this Agreement who elect not to become members of the PGCOA shall be required, as a condition of continued employment, to pay a service fee bi-weekly in an amount not greater than the dues paid biweekly by members of the PGCOA, which fees shall be remitted to the PGCOA.

2. 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 union dues or service fees and remit the dues or service fees to the PGCOA. Such authorization shall be irrevocable and automatically renewed from year to year

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thereafter unless revoked pursuant to Section 13A-108(c) of the Labor Code. The PGCOA agrees to indemnify and hold harmless the County from any loss or damages resulting from the application of this Article.

ARTICLE 5

PGCOA LEAVE

Members of the Board of Directors of the PGCOA shall be granted administrative leave to attend Association Board meetings. Also, members of the PGCOA shall be granted administrative leave to attend conventions and conferences (including state seminars). In order to receive administrative leave to attend Board meetings, conventions and conferences, the Association must request the leave 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 administrative 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. Administrative leave to attend conventions and conferences shall be limited to no more than one (1) member on any one occasion, and leave to attend Board meetings shall be granted to one (1) Board member. Administrative leave will be granted to the Association under this Article subject to the availability of hours in the Food Services Leave Bank described below.

Where the PGCOA certifies (1) a list of employees covered by this Agreement who have authorized the transfer of their annual leave consistent with Section 13A-103(e) of the Labor Code and (2) the number of annual leave hours to be transferred per employee, the County will accept that certification and will transfer up to a maximum fifteen (15) annual leave hours per fiscal year to a Food Services Leave Bank of administrative leave. For each annual leave hour transferred to the leave bank, the County will credit to the bank an additional hour of administrative leave up to a combined total of thirty (30) hours of administrative leave. Any hours remaining in the PGCOA leave bank at the end of the fiscal year shall be carried over for use in the next fiscal year.

Additional hours as submitted by its members shall go into the leave bank. Those additional hours may be used for PGCOA business on request to the Director and upon his approval (and such approval shall not be unreasonably withheld).

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ARTICLE 6

LEAVE FOR NEGOTIATIONS

One (1) employee, who upon the request of the PGCOA is excused from his or her regular assignment on the day of negotiations to attend meetings with representatives of the County, shall suffer no loss of pay or leave.

The member of the PGCOA negotiating team may be granted up to sixteen (16) hours of administrative leave to prepare for negotiations. The Association must request the leave from the Director 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 Director may, after the Association's request, grant additional leave to the member of the negotiating team from the PGCOA leave bank described in Article 5, PGCOA Leave, to prepare for negotiations (and such approval shall not be unreasonably withheld).

ARTICLE 7

CONTRACTING

Consistent with rights under the County Personnel Law, employees covered by this Agreement who have completed their probationary period shall not be terminated from employment with Prince George's County for lack of work as the result of outside contractors, temporary employees or other civilian employees carrying out the duties normally performed by those employees.

ARTICLE 8

PGCOA REPRESENTATION

In the event a member of the bargaining unit covered by this Agreement is elected PGCOA President, the PGCOA President shall be afforded the benefits of Article 8 (PGCOA Representation) of the collective bargaining agreement between the County and the PGCOA covering Correctional Officers.

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ARTICLE 9

PGCOA STEWARDS

The PGCOA, through its President, shall represent all employees covered by this Agreement in the adjustment of their grievances, as set forth in Article 15, Grievance Procedure. The County will also recognize one steward on each shift. Stewards will be permitted reasonable time to receive grievances under the following conditions:

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

The PGCOA promises to provide the Department with a list of stewards and to keep the list current. The Department will recognize only those stewards whose names appear on the list.

ARTICLE 10

SENIORITY

For purposes of this Agreement, seniority means departmental seniority, defined as an employee's length of continuous service with the Department of Corrections.

The County shall maintain a seniority roster of employees covered by this Agreement. A copy of the seniority list shall be posted and furnished to the PGCOA on January 1, April 1, July 1, and October 1 of each year.

Seniority shall only be interrupted by a break in continuous service as listed below:

1. Voluntary resignation;
2. Retirement or disability termination;
3. Discharge for just cause; or,

4. Any other lawful termination of service.

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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 prior service but with no credit for the period of his absence.

When an employee covered by this Agreement lawfully terminates employment for any reason other than a voluntary resignation or just cause termination 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 prior service but with no credit for the period of his absence.

ARTICLE 11

PGCOA INFORMATION DISPERSAL

The County agrees to allow reasonable bulletin board space in the kitchen, or another mutually agreeable location, for official PGCOA newsletters, notices, and literature.

ARTICLE 12

PGCOA PIN

An employee covered by this Agreement shall be allowed to wear a pin showing his/her PGCOA affiliation on the official Department of Corrections uniform, in accordance with Departmental uniform regulations.

ARTICLE 13

NOTICE OF CHANGES

In order to enhance communication between the parties and minimize misunderstandings and disputes, the Department will provide to the PGCOA copies of any changes to general orders, benefits, written job descriptions and any other changes applicable to employees covered by this Agreement. Except under circumstances requiring immediate action, this shall be done not less than five (5) days prior to the implementation of changes, excluding Saturdays

and Sundays. Where the County implements changes under

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circumstances requiring immediate action without five (5) days prior notice to the PGOA, the County will promptly notify the PGOA 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 14

WORK STOPPAGES AND LOCKOUTS

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

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

The Union 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 Union 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 Detention Center shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility.

ARTICLE 15

GRIEVANCE PROCEDURE

1. 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:

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Step 1. (a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he/she, through the PGCOA President, 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, 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 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 the 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.

Step 2. If the grievance is not resolved under Step 1, and the grieving party elects to pursue the matter beyond Step 1, the PGCOA President and the aggrieved employee will meet at a mutually agreeable time with the Director of the Department of Corrections, or his/her 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 dispute may be referred to final and binding arbitration in accordance with the provisions of Step 3.

Step 3. (a) If the grievance shall have been submitted but not adjusted under Step 2, either the PGCOA President or the County may request in writing, within seven (7) working days after the grievance has been denied at Step 2, that the grievance be submitted to an arbitrator mutually agreed upon by them. The parties have mutually agreed that Seymour Strongin shall function as the permanent arbitrator with jurisdiction to hear and decide all arbitration issues contained in this agreement. In the event Mr. Strongin is permanently unable to serve, 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 borne by the losing party.

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(b) Failure of the grieving party to adhere to the time limits established in this grievance procedure shall render the grievance null and void. 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 16

DISCIPLINE

The parties recognize that the Department has the right to discipline its employees pursuant to the Personnel Law and the Department of Corrections' policies and procedures regarding discipline. Matters relating to employee discipline are not subject to Article 15 (Grievance Procedure) of this Agreement with the following exception. Before taking final action on any suspension, fine, termination, or their equivalent, of an employee covered by this Agreement, the Department will provide the PGCOA with an indicated copy of the written notice that it is required to send to the affected employee pursuant to Section 16-201(a)(1) of the Personnel Law. The PGCOA, at the request of the employee involved, may then refer the matter to Step 2 of the Grievance Procedure within five (5) days of receipt of its copy of the notice. If the matter is unresolved at the Step 2 meeting, the Department may then proceed with its proposed disciplinary action, and the PGCOA may refer the matter to Step 3 of the Grievance Procedure on behalf of the employee. In the event that the matter is referred to Step 3 of the Grievance Procedure by the PGCOA, the employee forfeits any right of appeal to the County Personnel Board.

In addition to the foregoing, the PGCOA will receive an informational copy of any disciplinary notice up to and including a written reprimand given to an employee covered by this Agreement, but in no event are the notices or written reprimands subject to the Grievance Procedure contained in Article 15 of this Agreement.

An employee who is interviewed or interrogated by the Department regarding any matter which might result in disciplinary

action being taken against the employee shall be entitled to the following protections and rights:

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1. Prior to any interview or interrogation of an employee who is the subject of an investigation, the employee will be notified in writing of the nature of the investigation;
2. At the request of the employee, the employee shall have the right to be represented by counsel or any other responsible representative of his choice, who may, at the employee's request, be present at all times during any interrogation or interview. Any interrogation or interview shall be suspended for a reasonable period of time until representation is obtained, not to exceed five business days unless approved by the Director;
3. A complete record either written, taped or transcribed shall be kept of the interrogation or statement of the employee;
4. Upon completion of the investigation, and upon request of the employee under investigation, or his/her counsel on the employee's behalf, a copy of the record of his/her interrogation or statement shall be made available to the employee;
5. At the request of the employee, upon completion of an investigation, where disciplinary action is administered, the employee involved shall be notified of the name of any witnesses the Department relies on; and,
6. The parties also recognize that in some circumstances, where time is of the essence, the Department must comply with the foregoing only to the extent practicable.

ARTICLE 17

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.

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ARTICLE 18

PERSONNEL FILES

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

At the employee's written request (which request shall not be made part of the personnel file), records of discipline up to a three day suspension, or its equivalent, will be removed from an employee's personnel file(s) eighteen (18) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the eighteen (18) month period. Written reprimands will be removed from an employee's personnel file(s) twelve (12) months after the reprimand is issued so long as the employee has not been disciplined for a related offense during the twelve (12) month period. Records shall be removed from both County personnel files and departmental personnel files.

ARTICLE 19

WORK HOURS

The work week is the seven consecutive day period commencing with the first shift on Sunday and ending the last shift on the following Saturday. The standard number of hours in a pay period shall be eighty (80) hours. Although employees covered by this Agreement may not be scheduled to work exactly eighty (80) hours in a given pay period, the number of regularly scheduled hours of work in a pay period for employees covered by this Agreement shall average eighty (80) hours a pay period during the course of the year. An employee shall not normally be scheduled to work more than five (5) consecutive days without a two (2) consecutive day break.

The scheduled work day shall be inclusive of mealtime. In accordance with current practice, the meal provided at no cost to

the employees covered by this Agreement shall not be included as a part of the wage paid to any employee.

The parties recognize that the County has the right to implement alternative shift plans, including rotating shifts, for employees covered by this Agreement, provided, however, that in the event management implements rotating shifts, changes in rotation will occur no more frequently than every eight (8) weeks. The

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County will provide the Association with at least twenty (20) days notice before implementing a permanent change in shift plans. The parties may place the matter on the agenda of a Labor-Management meeting for expedited discussions.

In determining shift assignments, the Department will take into account the shift preference of employees and, where employees express the same preference, attempt to resolve scheduling on the basis of seniority. The parties also understand and agree that, except as otherwise provided by this Agreement, decisions concerning shift assignments and scheduling rest solely with management and that these decisions are nonappealable through the grievance procedure.

ARTICLE 20

MANDATORY OVERTIME AND OVERTIME ASSIGNMENT

The parties recognize and understand that the County has the right to require employees covered by this Agreement to work overtime and that, to the extent reasonably possible, overtime work should first be covered by volunteers and then through the assignment of mandatory overtime. Specifically, where circumstances reasonably permit, the County will offer overtime work to employees on a seniority basis, with the most senior employee given the first opportunity to work overtime, and then if there are insufficient volunteers to cover the work, the remaining work will be covered by assigning it in reverse order of seniority, provided further, however, that notwithstanding the preceding general principle, where circumstances warrant, the County may assign overtime work without regard to seniority.

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

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

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ARTICLE 21

SAFETY AND HEALTH

Cooperation. The County and the PGOA agree to cooperate to the fullest extent in the promotion of safety and health. Either the County or the PGOA may place safety and health issues on the agenda of a Labor-Management meeting provided for in Article 32.

Safety Officer. There shall be a safety officer from within the institution on a 24-hour basis to investigate accidents, find cause for accidents, make recommendations for the prevention of accidents. The safety officer, or his designee, shall be empowered to enforce his recommendations once they are approved by the Director.

Treatment of Injuries. The County agrees to pursue the establishment of a standardized procedure with the area hospital facilities, that would give immediate treatment to County Detention Center personnel who are injured on the job. This procedure shall be given to the PGOA.

ARTICLE 22

WAGES

FY92. Effective the first full pay period beginning on or after July 1, 1991, employees covered by this Agreement will receive a three percent (3%) increase in base hourly rates of pay.

Wage Scale for Food Services Unit Employees. The parties agree to the administration of the Food Services Unit Wage Scale (the "F" scale) as described in Attachment A, attached hereto.

ARTICLE 23

HEALTH INSURANCE COVERAGE

The County shall contribute seventy-five percent (75%) to the cost of the County's Managed Care health insurance program (other than prepaid group health plans) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

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For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), effective with the contributions for coverage beginning on January 1, 1991 (i.e., the December, 1990, contributions), the employer's contribution shall be equal to ninety-two and one-half percent (92.5%) of the cost of the HMO coverage and the participating employee's contribution shall be equal to the remaining seven and one-half percent (7.5%). Effective with the contributions for coverage beginning on July 1, 1991 (i.e., the June, 1991, contributions), the employer's contribution shall be equal to ninety percent (90%) of the cost of the HMO coverage and the participating employee's contribution shall be equal to the remaining ten percent (10%). Effective with the contributions for coverage beginning on July 1, 1992 (i.e., the June, 1992, contributions), the employer's contribution shall be equal to eighty-five percent (85%) of the cost of the HMO coverage and the participating employee's contribution shall be equal to the remaining fifteen percent (15%).

The County shall contribute ninety percent (90%) to the County deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).

ARTICLE 24

UNIFORMS AND PHYSICAL CONDITIONING

In order to foster the professional image of Prince George's County Department of Corrections employees, employees covered by this Agreement shall report for duty in uniforms which are clean and neat in appearance. The County shall provide an original uniform issue (except shoes) and shall replace uniform items as needed, at no cost to the employee. The original uniform issue shall consist of:

- 5 short sleeve shirts

- 5 trousers
- 1 lightweight jacket with lining
- 1 winter coat with lining
- 1 belt with buckle
- 2 name plates
- 1 badge

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Employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, the County will provide one hundred fifty dollars (\$150) in January, 1991, and in Fiscal Year 1992, three hundred twenty-five dollars (\$325) which payment will be paid in two (2) equal installments in July and January. These payments are not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, retirement deductions, or retirement or insurance benefits.

ARTICLE 25

OVERTIME COMPENSATION

Effective the second full pay period beginning after the County Executive signs the legislation enacting this Agreement into law, full-time employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their base hourly rate of pay for all hours worked at the direction of the County in excess of their regularly scheduled work hours.

Overtime will be paid in fifteen (15) minute increments for each quarter hour in which the employee works more than five (5) minutes with the exception of the quarter hour following shift change, where the quarter hour will be paid if the employee works more than ten (10) minutes.

In addition, any employee who works overtime immediately before or immediately following his regular shift shall be compensated by an extra one-half (1/2) hour at the overtime rate for each increment of four (4) overtime hours worked.

At the option of the employee and with the approval of the County, an employee may elect to receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour

worked. For purposes of this provision and other compensatory leave provisions of this Agreement, compensatory leave may be scheduled at mutually agreeable times but shall not be forfeited if not used.

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

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ARTICLE 26

SHIFT DIFFERENTIAL

Effective the first full pay period beginning on or after July 1, 1991, a shift differential of one dollar fifty cents (\$1.50) per hour shall be paid to all employees covered by this Agreement for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

The shift differential provided herein is not included in the employee's base pay for any purpose such as computing holiday pay, annual and sick leave pay, retirement deductions, or retirement or insurance benefits.

ARTICLE 27

CALL BACK PAY

Effective the second full pay period beginning after the County Executive signs the legislation enacting this Agreement into law, an employee who is called back to work from off-duty by the County to perform operational duties and does in fact report during his off-duty hours shall be paid a minimum of three (3) hours at the applicable overtime rate of pay. This provision shall not apply to overtime situations, administrative hearings or disciplinary procedures. However, management will attempt to schedule such hearings and/or procedures during the duty hours of the employee or at a mutually agreeable time.

ARTICLE 28

HOLIDAY OBSERVANCE AND PAY

County holidays listed in Section 16-219 of the Personnel Law shall be observed by employees covered by this Agreement on the dates designated by the County Executive. Further, the Friday after Thanksgiving will also be recognized and observed as a holiday for the employees covered by this Agreement.

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When an employee's regularly scheduled day off coincides with the day of holiday observance, the employee shall receive an extra day's pay at straight time for the day, or, at the employee's option and with the approval of the County, another day off.

An employee required to work on the day of holiday observance which coincides with his regularly scheduled work day shall be paid for all hours actually worked on the holiday at the rate of one and one-half (1 1/2) times his base hourly rate of pay in addition to his holiday pay. Any overtime hours worked on a holiday shall be paid at the applicable overtime rate.

An employee required to work on the day of holiday observance which coincides with his regularly scheduled day off shall be paid for all hours worked at one and one-half (1 1/2) times his base hourly rate. In addition, the employee shall receive another day off.

ARTICLE 29

ACTING PAY

When an employee is assigned by management to work on a continuous basis in an acting capacity involving supervisory responsibility for a period greater than seven (7) consecutive working days, he shall be paid at a rate of pay which is equivalent to a two (2) 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 that rate until relieved.

ARTICLE 30

TRAINING

Both the County and the PGCOA recognize that training of employees covered by this Agreement is necessary for the proper performance of their duties. Accordingly, the Department will provide employees with sufficient training to meet the minimum standards necessary to perform their duties, including:

1. Pre-service orientation;
2. Security training; and,
3. In-service training as needed or mandated by the State.

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As well, the parties recognize that from time to time additional or specialized training may be necessary. The parties will meet as needed for the purpose of making training needs assessments, making recommendations for training programs, and evaluating the training program for employees covered by this Agreement. If an employee wishes to attend a particular training program, the employee may request in writing administrative leave to attend and that the Department pay the costs of the program. The Department will give due consideration to any such request.

ARTICLE 31

SOP MANUAL

Copies of the sections of the Standard Operations Procedures (SOP) Manual which apply to this unit shall be made available for the employees' use. Those manual sections will be kept up to date.

ARTICLE 32

LABOR-MANAGEMENT MEETINGS

Both the County and the PGCOA recognize the importance of open lines of communication between management and employees covered by this Agreement. Accordingly, the parties agree to meet as needed to discuss issues that arise which are of concern to either or both parties. Either party may request such a meeting and the parties shall give each other reasonable advance notice of the need for a meeting and of the items they wish to have placed on the agenda. Reasonable administrative leave will be granted to prepare for and attend such meetings.

ARTICLE 33

ANNUAL LEAVE

Annual leave shall be administered in accordance with the Prince George's County Personnel Law requirements with the exceptions as outlined herein. Annual leave shall be requested as far in advance as possible and approved no less than one working day in advance of use provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for leave.

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Upon request, annual leave shall be granted based on the Department's operational needs. If the Department's operational and staffing needs make it necessary to limit the number of employees on annual leave at any one time, the employee who submitted the leave request first in time will be granted the leave request. In the event that two (2) or more employees simultaneously (i.e. on the same working day) submit leave requests for the same period of time and not all leave requests will be granted, the employee(s) with the greater seniority will be granted the leave request.

The parties also recognize and understand that the foregoing are guidelines to be followed in the approval of annual leave and that final decisions on annual leave rest solely with management. The parties also recognize that there may be times when approved annual leave may be canceled because of the operational needs of the Correctional Center.

An employee whose vacation approval is canceled will be reimbursed by the employer for the costs of any reservations he made after the approval of his vacation request provided that the employee provides adequate proof of the occurrence of such costs and such costs are non-refundable from the reservation agent, hotel, airline, etc. because of no error or omission on the part of the employee. Anyone whose leave is canceled will be permitted to select a replacement leave period in the next twelve (12) months.

This article shall also govern the use and approval of compensatory leave.

Effective January 1, 1991, a maximum of seven hundred twenty (720) hours or ninety (90) days of accumulated annual leave may be carried over from one leave year to the next by employees covered by this Agreement.

ARTICLE 34

SICK LEAVE

Sick Leave Use: Use of sick leave shall be governed in accordance with the Personnel Law and the County's Administrative Procedure with the following exceptions:

Requests for sick leave because of illness which incapacitates the employee must be made as far in advance as possible, but not later than one hour before the scheduled starting time of the employee's work shift.

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Documentation: The County may require proof of the reason for which sick leave was taken when the County has reasonable cause to believe that an employee may be abusing sick leave privileges.

Employees covered by this Agreement who terminate their employment with the County for nondisciplinary reasons shall be entitled to a lump sum cash payment for their accrued unused sick leave balance. Such payment shall be computed by taking the total number of unused sick leave hours as of separation, multi-plying them by the final base hourly rate of pay and dividing that result by two (2). To qualify for payment under this provision, employees must provide the County with fourteen (14) days written notice of their termination. For employees who elect this payment, a zero sick leave balance shall be recorded upon separation, and the payment made shall be in lieu of receiving pension plan credit for unused sick leave or of retaining a sick leave balance in the event of return to County service.

ARTICLE 35

PERSONAL LEAVE

As provided by the Personnel Law, one paid personal leave day per leave year shall be granted to each employee eligible for annual leave. The personal leave day 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 36

ADDITIONAL LEAVE PROVISION

When the County Executive closes the County offices for an entire day or any portion thereof, 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 shifts. In addition, employees who work the 12:00 noon to 8:00 p.m. shift and the 12:00 midnight to 8:00 a.m. shift shall be granted the same number of compensatory leave hours (not to exceed eight (8) hours per employee per twenty-four (24) hour period) as were granted in administrative leave to nonessential County employees. The 4:00

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a.m. to 12:00 noon shift shall be granted compensatory time, hour for hour, from the time of closing to 12:00 noon. For purposes of this Article, the County workday will be considered ended at 5:00 p.m.

If the employee is directed by the County to work any number of hours over and above the employee's regular 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 closing. Rather, the appropriate overtime rate, if any, shall apply to such hours.

Compensatory leave earned pursuant to this Article shall be used in accordance with the terms of this Agreement and applicable rules and regulations.

ARTICLE 37

SUPPLEMENTAL RETIREMENT BENEFIT

Employees covered by this Agreement on the effective date of the Agreement shall have the option of participating in the Supplemental Retirement Plan covering General Schedule employees providing a maximum supplemental retirement benefit of ten percent (10%) of their average annual compensation after twenty-five (25) years of service. Participation in the Supplemental Retirement Plan will be required of all employees covered by this Agreement hired after the effective date of the Agreement.

ARTICLE 38

ENTIRE UNDERSTANDING

The parties agree that the total results of their bargaining are embodied in this Agreement and no party signatory hereto is required to render any performance not set forth in the wording of this Agreement. The Agreement may be amended only by written agreement signed by the parties hereto.

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ARTICLE 39

SAVINGS AND SEPARABILITY

It is not the intention of either the County or the PGCOA to violate any laws by the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. The County and the PGCOA agree that, if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will enter into negotiations promptly concerning the substance affected by such decision for the purpose of achieving conformity with the terms of any applicable law and the intent of the parties hereto.

ARTICLE 40

DURATION

This Agreement shall become effective on January 1, 1991, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1992. This Agreement shall be automatically renewed from year to year after June 30, 1992, unless either party shall notify the other in writing no later than October 1, 1991 (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 8th day of October, 1991, in Upper Marlboro, Prince George's County, Maryland.

FOR THE PRINCE GEORGE'S
CORRECTIONAL OFFICERS'
ASSOCIATION, INC.

FOR PRINCE GEORGE'S COUNTY

James L. Clark
President

Parris N. Glendening
County Executive

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

I. MIN-MAX System

The following MIN-MAX system will become effective for all members of the bargaining unit on January 1, 1991.

A. Effective January 1, 1991:

1. The minimum pay for each grade shall be established at the following rates:

1.	Food Service Specialist I	F15	\$10.3600/hour
2.	Food Service Specialist II	F16	\$10.8781/hour
3.	Food Service Coordinator I	F18	\$11.9931/hour
4.	Food Service Coordinator II	F20	\$13.2224/hour

2. The maximum pay for each grade shall be established at the following rates:

1.	Food Service Specialist I	F15	\$15.2665/hour
2.	Food Service Specialist II	F16	\$16.0298/hour
3.	Food Service Coordinator I	F18	\$17.6728/hour
4.	Food Service Coordinator II	F20	\$19.4843/hour

B. Effective the first full pay period beginning on or after July 1, 1991, the hourly rates for each grade shall be increased by a three percent (3%) cost of living wage increase for fiscal year 1992.

- C. Merit Steps will have the value of three and one-half percent (3 1/2%).
- D.
 - 1. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is one percent (1%) or less from the applicable maximum rate, the employee will have his salary rate adjusted to the applicable maximum rate.
 - 2. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3 1/2%) from the applicable maximum rate, the employee, upon the satisfactory completion of one (1) additional year service, will have his salary rate adjusted to the applicable maximum rate.
- E. Steps for the purpose of promotions, demotions, discipline, and reallocations shall be at the rate of five percent (5%) and shall be governed by the Personnel Law.