



THE PRINCE GEORGE'S COUNTY GOVERNMENT

Office of Audits and Investigations

October 2, 2017

MEMORANDUM

TO: Robert J. Williams, Jr.
Council Administrator

William M. Hunt
Deputy Council Administrator

THRU: David H. Van Dyke *DHV*
County Auditor

FROM: Inez N. Claggett *INC*
Senior Legislative Auditor

RE: Fiscal Impact Statement
CB-106-2017 – Collective Bargaining Agreement – Prince George's County Police
Civilian Employees Association

CR-075-2017 – Compensation and Benefits - Prince George's County Police Civilian
Employees Association, Salary Schedule P

Pursuant to your request, we have reviewed CB-106-2017 and CR-075-2017 to estimate their fiscal impact on Prince George's County, Maryland.

CB-106-2017 approves a two-year labor agreement for civilian employees belonging to the Prince George's County Police Civilian Employees Association. CR-075-2017 amends the salary plan for civilian employees in the Police Department, civilian employees within the Vehicle Audit Unit of the Department of the Environment, and Dispatch Aides and Emergency Dispatchers within the Office of Homeland Security, paid wages on Salary Schedule P, to reflect wage and benefit modifications effective July 1, 2016 through June 30, 2018.

Details of all modifications to Salary Schedule P are presented in the Settlement Summary attached to the County Executive's cover letter to the County Council Chair. The Settlement Summary has been enclosed hereto, for your convenience. Provided below is a summary of the modifications affecting covered employees, and having a significant fiscal impact upon the County during fiscal year 2018 and beyond.

- Eligible employees covered by Salary Schedule P will receive a two percent (2.0%) COLA effective the first full pay period beginning on or after October 1, 2017.

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- Employees who were eligible to receive a merit step increase during FY 2017 and FY 2018 will receive two merit step increases on their employee anniversary date during FY 2018. There shall be no other merit step pays for the duration of this contractual agreement.
- Effective the first full pay period after January 1, 2018, any covered employee working in an acting capacity for a period of twelve (12) continuous months will be paid at the rate of ten percent (10%) or at a rate of pay equal to the rate he/she would receive upon promotion to the higher grade or job classification, whichever is greater.
- Bullet proof vests will be provided to each Crime Scene Investigator and each Firearm Examiner, and will be replaced in accordance with manufacturer specifications.
- In *Calendar Year 2018*, the percentage rate at which covered employees contribute toward the cost of health insurance benefits will increase by three percent (3%) for each of the health insurance plans, the deductible prescription drug plan, and the vision care programs, offered by the County.

Enactment of CB-106-2017 and the adoption of CR-075-2017 will have an estimated negative fiscal impact to the County of approximately \$737,600 during fiscal year 2018 related to the COLA and merit step increases. Attachment A provides a breakdown of the cost components.

If you require additional information, or have questions about this fiscal impact statement, please call me.

Attachment

**Fiscal Impact of Amendment to Salary Plan for the Prince George's County Police Civilian Employees Association
Effective July 1, 2016 to June 30, 2018**

Current Payroll \$ 20,281,652
 Number of Employees 374
 Average Salary \$ 54,200

Category	Effective Date	FY 2018		FY 2018 Total Cost
		Direct Cost	Fringe Cost	
COLA	October 1, 2017	\$ 296,400	\$ 22,700	\$ 319,100
FY 2017 Merit Increase	Employee Anniversary Date	\$ 339,600	\$ 26,000	\$ 365,600
FY 2018 Merit Increase	Employee Anniversary Date	\$ 345,600	\$ 26,400	\$ 372,000
Totals		\$ 685,200	\$ 52,400	\$ 737,600

SETTLEMENT SUMMARY

PRINCE GEORGE'S COUNTY POLICE CIVILIAN ASSOCIATION AND PRINCE GEORGE'S COUNTY, MARYLAND

FISCAL YEAR 2017 & FISCAL YEAR 2018

The following is a complete summary of modifications to the wages and benefits agreed to by the Prince George's County Police Civilian Association ("Union") and Prince George's County, Maryland ("County"), which are included in the parties' new collective bargaining agreement ("CBA"). The CBA is effective Fiscal Year 2017 and covers civilian employees within the Police Department, civilian employees in the Vehicle Audit Unit in the Department of the Environment, Dispatch Aides and Emergency Dispatchers in the Office of Homeland Security. The Article within the new CBA where each modification appears is identified.

DISCIPLINE

Within five (5) days of receiving a copy of the Notice of Intent Proposed Disciplinary Action, the PCEA President and/or Grievance Chair shall have the right to inspect the investigatory file(s) underlying the Proposed Disciplinary Action, subject to the written approval of the affected employee or employees.

(ARTICLE 8 – NEW SECTION J)

WAGES

Employees covered by this Agreement will receive a 2.0% increase to their base hourly rates of pay effective the first full pay period beginning on or after October 1, 2017.

Effective July 1, 2017, the maximum pay rates will be increased by three and one-half percent (3.5%).

Employees covered by this Agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2017 shall receive that merit step effective on their anniversary date during FY 2018 (from July 1, 2017 to June 30, 2018).

Employees covered by this Agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2018 shall receive that merit step effective on their anniversary date during FY 2018 (from July 1, 2017 to June 30, 2018).

There shall be no other merit pays for the duration of this agreement.

(ARTICLE - 10.1)

ACTING PAY

Effective the first full pay period after January 1, 2018, any bargaining unit member who has been in an acting capacity in the same position for a period of 12 continuous months (i.e., since January 1, 2017 at the earliest) will be paid at the rate of ten percent (10%) or at a rate of pay equal to the rate he/she would receive upon promotion to the higher grade or job classification, whichever is greater.

(ARTICLE -- 10.6)

GROUP HEALTH INSURANCE UNDER THE BENEFLEX PROGRAM

For Fiscal Year 2017, the County and employee contribution rates remain the same.

In Calendar Year 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%).

In 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 (25%). Employees who provide proof of other medical coverage may choose to receive a credit.

In Calendar Year 2018, the County shall contribute eighty-five (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employees shall contribute the remaining fifteen percent (15%). (**Article 10.15**)

JOINT STUDY COMMITTEES

A joint study committee of three members named by the County and three members named by PCEA will be established to study and determine the effectiveness and impact of various proposed shift plans and alternate schedules. The study will begin on September 1, 2017. A report of the committee's findings and recommendations will be submitted to the vendor contracted to perform a Staffing Analysis for the 9-1-1 dispatch function within the Office of Homeland Security/Public Safety Communications for consideration in the Vendor's study. In addition, the President of the PCEA, the Deputy Director of Public Safety, and the Director of Homeland Security will receive a copy of the committee's report. Action items agreed upon by all committee members, and certified to be cost neutral by OMB, will be memorialized in a side letter. Neither side gives up its right to submit the items to negotiations during collective bargaining.

A joint study committee of three members named by the County and three members named by PCEA will be established to review the issue of critical incident stress management (CISM). The Study will begin in October 2017. Part of the Committee's task will be to review and analyze the CISM practices and policies of similar jurisdictions in the Washington Metropolitan region for jobs and classifications represented by PCEA. Action items agreed upon by all committee members, and certified to be cost neutral by OMB, will be memorialized in a side letter. Neither side gives up its right to submit the items to negotiations during collective bargaining.

A joint study committee of three members named by the County and three members named by PCEA will be established to study and determine the feasibility of instituting a cross training program within Public Safety Communications. The study will begin in September 2017 and a report of the committee's findings and recommendations will be submitted to the vendor contracted to perform a Staffing Analysis for the 9-1-1 dispatch function within the Office of Homeland Security/Public Safety Communications. The recommendations will be submitted for consideration in the Vendor's study. In addition, the President of the PCEA, the Deputy Director of Public Safety, and the Director of Homeland Security will receive a copy of the committee's report. Action items agreed upon by all committee members, and certified to be cost neutral by OMB will be memorialized in a side letter. Neither side gives up its right to submit the items to negotiations during collective bargaining.
(ARTICLE 10.23)

PENSION HOLD HARMLESS

For any employee covered by this Agreement who retires during the period from July 1, 2016, through June 30, 2018, "Average Annual Compensation" as that term is defined in paragraph F. (Definitions), above, will be calculated as if the employee had received the step increase(s), if any, the employee would otherwise have been eligible to receive during the period covering FY96 and FY97 but for the deferral of such step increases in those years.

In addition, any employee covered by this Agreement who retires during the period beginning with the effective date of the legislation enacting this provision through June 30, 2018, "Average Annual Compensation" as that term is defined in paragraph F. (Definitions), above, will be calculated as if the employee had received the step increase(s), if any, the employee would otherwise have been eligible to receive during the period covering Fiscal Year 2010, Fiscal Year 2011, Fiscal Year 2012, Fiscal Year 2013, Fiscal Year 2016, and Fiscal Year 2017.
(ARTICLE 11.L)

BULLET PROOF VESTS

The Employer agrees to provide bullet proof vests to each Crime Scene Investigator and Firearms Examiner and to replace such vests in accordance with the manufacturer's specifications.
(ARTICLE 13.1)

SECURITY OFFICERS

Security Officer classification replaces Public Safety Aide classification. In addition to the annual In-Service that is provided by the Police Department, Security Officers will participate in additional work-related training courses designed and administered by the Training Division of the Prince George's County Police Department.
(ARTICLE 13.2)

HEADSETS

The parties agree that Section 13.4A and 13.4B will be discontinued after FY 2018.
(ARTICLE 13.4)

MAP BOOKS

The County shall provide, bi-annually (every two years), one (1) updated map book per desk in each facility where map books are used in the performance of the job and where no mapping software is available. Where mapping software is used in the performance of the job, map books will be available for every four (4) positions. In addition, there shall be at least one (1) map book available at every station house. These books will be distributed on even numbered years (2018, 2020, 2022, 2024 etc.) within thirty (30) days of the latest release after January 2.

DURATION AND REOPENER

This Agreement shall become effective on July 1, 2016, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2018. This Agreement shall be automatically renewed from year to year after June 30, 2018, unless either party shall notify the other in writing no later than October 1, 2017, (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. (ARTICLE 20)