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

Legislative Session

1992

Bill No. \_\_\_\_\_ CB-49-

1992

Chapter No.

46

Proposed and Presented by The Chairman (by request -

County

Executive)

Introduced by Council Members Bell and

Pemberton

Co-Sponsors

Date of Introduction July 7,

1992

**BILL**

AN ACT concerning

Collective Bargaining Agreement - Fraternal Order of Police,

Lodge #89, Inc.

FOR the purpose of amending the labor agreement by and between

Prince George's County and Fraternal Order of Police, Lodge

#89, Inc., to provide for modifications in wages, hours and

other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL

Section 16-233(f) (2),

The Prince George's County Code

(1991 Edition).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f) (2) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

**SUBTITLE 16. PERSONNEL**

**DIVISION 19. COLLECTIVE BARGAINING**

**Sec. 16-233. General**

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

(2) Declaration of Approval - Fraternal Order of Police, Lodge #89, Inc.

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and Fraternal Order of Police, Lodge #89, Inc., on June 24, 1991, and the amendments thereto, dated May 6, 1992 and June 26, 1992, hereby approves said agreement and the amendments thereto 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 shall supersede the provisions of CB-13-1992.

SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the amended provisions of Section 5.06 of the agreement shall be retroactively effective to July 1, 1992.

Adopted this 28th day of July, 1992.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

\_\_\_\_\_

Richard J. Castaldi  
Chairman

ATTEST:

\_\_\_\_\_  
Joyce T. Sweeney  
Acting Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_  
\_\_\_\_\_

BY:  
  
Parris N. Glendening  
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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Prince George's County, Maryland (the County) and the Fraternal Order of Police, Lodge 89, Inc. (F.O.P. 89). The purpose of this Memorandum is to amend the parties' current collective bargaining agreement covering the period from July 1, 1991 through June 30, 1993 (the Agreement) to provide modifications in wages, hours and other terms and conditions of employment.

Specifically, the parties agree that the Agreement is modified by this Memorandum of Understanding, as set forth below:

1. PAYMENT OF SCHEDULED PAY INCREASE

ARTICLE V (WAGES) is modified by adding the following sentence at the end of paragraph A. (FY1992 and FY1993) of Section 5.01 (Wages):

The seven percent (7%) cost of living adjustment scheduled for the first pay period in April, 1992, will be paid as scheduled.

2. HEALTH BENEFITS: DENTAL CARE PROGRAM PARTICIPATION AND COUNTYCARE CHOICE PREMIUMS

ARTICLE V (WAGES) is amended by adding the following new second and third paragraphs to current paragraph A. under Section 5.03 (Group Health Insurance Coverage):

Beginning in June, 1992 for July, 1992 coverage, officers will contribute twenty percent (20%) of the cost of the County's high option health insurance program (CountyCare Choice) and the County will contribute the remaining eighty percent (80%). In June, 1993 for July, 1993 coverage, officers will contribute twenty-five percent (25%) of the cost of CountyCare Choice, and the County will contribute the remaining seventy-five percent (75%).

Section 5.03 (Group Health Insurance Coverage) is further amended by adding a new paragraph D. as follows:

During the open enrollment period for coverage beginning in July, 1992, officers will be permitted to withdraw from the County dental plan.

3. TRIAL BOARD AND JOINT APPEAL BOARD WITNESSES

ARTICLE V (WAGES) is amended by adding the following new second paragraph to Section 5.06 (Call-Back Pay):

Where an officer is required by the Department to appear as a witness on behalf of the Department at a Trial Board or at a Joint Appeal Board pursuant to Article XVII (Promotion Procedures), the Department, where feasible, will adjust the officer's work schedule to permit the officer to appear during scheduled work hours. Where that is not feasible, the officer will be compensated in compensatory leave at the straight time rate for the time the officer is required by the Department to appear unless applicable Federal or State Law requires otherwise. When the Department requires an officer to attend a trial board during off duty hours as a witness on behalf of the charged officer, the witness will receive compensatory leave at the straight time rate for the time he is required to attend the trial board.

4. HOLIDAY PAY

ARTICLE V (WAGES) is modified by adding the following new subparagraph after the current fifth subparagraph of paragraph A. (Holidays and Holiday Compensation) of Section 5.07 (Holiday Administration):

For Police Memorial Day and Memorial Day in FY92 and all holidays in FY93, the holiday pay provisions contained in the two subparagraphs immediately above will be adjusted as follows, with the understanding that holiday pay will "pop-back" to the current contract language on June 30, 1993:

- a. If the officer works on the holiday, the officer may elect to receive one and one-half (1 1/2) times the officer's base rate of pay plus one-half (1/2) of the number of hours in the officer's normal daily work schedule in annual leave or to receive straight time for hours worked plus compensatory leave at the straight time rate for hours worked plus annual leave for one-half of the number of hours worked; and,
- b. If the holiday falls on the officer's normally

scheduled day off, the officer will not receive an extra day's pay or another day off as provided by the original agreement but instead will receive one-half (1/2) of the number of hours in the officer's normal daily work schedule in annual leave.

5. ANNUAL LEAVE CARRYOVER

ARTICLE VI (LEAVE), Section 6.02 (Annual Leave), is modified as follows:

Beginning with the 1992 leave year (i.e., 1992 into 1993), annual leave carryover is increased from 115 days to 125 days.

6. ADDITIONAL FOP MEMBER ON PENSION BOARDS

ARTICLE XXVIII (PENSION PLAN) is modified by adding a new paragraph H., titled "PENSION BOARDS," as follows:

One F.O.P. 89 bargaining unit member will be added as a voting member of the Administrative Review Board and the Board of Trustees, with understanding that the number of Board members (both Boards) will not otherwise increase during the duration of the contract (that is, through June 30, 1993).

7. ANNUAL LEAVE AND SICK LEAVE PURCHASE OF PENSION CREDIT

ARTICLE XXVIII (PENSION PLAN) is further amended by adding a new paragraph I., titled "ANNUAL LEAVE AND SICK LEAVE PURCHASE OF PENSION CREDIT," as follows:

Effective January 1, 1993, all participants will be permitted to purchase additional pension credit after twenty (20) years of service with annual and sick leave at "non-window" (40 annual/80 sick) rates as set forth in Section 4.1(A) (b) (ii) of the Pension Plan.

8. SAVINGS CLAUSE

ARTICLE XXIX (SAVINGS CLAUSE) is modified by adding the

following new second paragraph:

To the extent that CB-13-1992 or substantially similar legislation becomes law and supercedes the terms of this amended agreement, the terms of the original agreement for the period from July 1, 1991 through June 30, 1993 shall be reinstated.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 1992 in Upper Marlboro, Prince George's County, Maryland.

\_\_\_\_\_  
Darryl A. Jones, Sr.  
President

Parris N. Glendening  
County Executive

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This is an Amendment to the Memorandum of Understanding, dated May 6, 1992, entered into by and between Prince George's County, Maryland (hereinafter referred to as the "County") and the Fraternal Order of Police, Lodge 89, Inc. (hereinafter referred to as "F.O.P. 89"), which modifies the collective bargaining agreement between the parties for the period from July 1, 1991 through June 30, 1993 (hereinafter referred to as the "Agreement"). The purpose of this Amendment is to modify further the provision of the Agreement (Article V, 5.07, A.) which changes the normal way of compensating officers for two holidays in FY92 and all holidays in FY93, by making the amended holiday pay provision applicable to FY93 holidays only. Accordingly, the Agreement is modified as follows:

ARTICLE V (WAGES)

...

Section 5.07 (Holiday Administration)

A. Holidays and Holiday Compensation.

...

For all holidays in FY93, the holiday pay provisions contained in the two subparagraphs immediately above will be adjusted as follows, with the understanding that holiday pay will "pop-back" to the current contract language on June 30, 1993:

- a. If the officer works on the holiday, the officer may elect to receive one and one-half (1 1/2) times the officer's base rate of pay plus one-half (1/2) of the number of hours in the officer's normal daily work schedule in annual leave or to receive straight time for hours worked plus compensatory leave at the straight time rate for hours worked plus annual leave for one-half of the number of hour worked; and,
- b. If the holiday falls on the officer's normally scheduled day off, the officer will not receive an extra day's pay or another day off as provided by the original agreement but instead will receive one-half (1/2) of the number of hours in the officer's normal daily work schedule in annual

leave.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1992 in Upper  
Marlboro, Prince George's County, Maryland.

FRATERNAL ORDER OF POLICE,  
COUNTY,  
LODGE 89, INC.

FOR PRINCE GEORGE'S  
MARYLAND

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Darryl A. Jones, Sr.  
President

Parris N. Glendening  
County Executive

Approved as to Form  
and Legal Sufficiency:

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