

SETTLEMENT SUMMARY

PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.

AND

PRINCE GEORGE'S COUNTY, MARYLAND

FISCAL YEARS 2023 & 2024

The following is a complete summary of modifications to the wages and benefits agreed to by the Prince George's Correctional Officers' Association, Inc., ("Union") and Prince George's County, Maryland ("County"), which are included in the parties new collective bargaining agreement ("CBA"). This CBA is effective for Fiscal Years 2023 and 2024 and covers sworn employees within the Department of Corrections. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

ARTICLE 15 –GRIEVANCE PROCEDURE

➤ **Paragraph A.3.a adds language to align the Arbitration process with the Prince George's County Labor Code.**

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:

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 County and PGCOA shall request the American Arbitration Association to provide them with a list of Arbitrators from which an Arbitrator shall be selected.

If the parties are unable to agree on an Arbitrator, then the party requesting arbitration shall file a written request to the American Arbitration Association or the Federal Mediation and Conciliation Service for a panel or list of nine Arbitrators from which an Arbitrator shall be selected by alternate striking. Specifically, the parties shall select the neutral arbitrator by tossing a coin to determine which party shall strike the first arbitrator from the list or lists provided by the AAA or FMCS; by, after the first strike, alternately striking names from the list provided until one Arbitrator remains; and by agreeing that, should the Arbitrator initially selected is unwilling or unable to serve as the Arbitrator, then the parties shall select the Arbitrator whose name was the last stricken under the alternate striking procedure. 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 split equally by the County and the PGCOA.

ARTICLE 16 – DISCIPLINE

- **Paragraph E. 2. was modified to reflect that an explanation will be provided in writing by the Hearing Chair if an administrative hearing is extended.**

E. Effective July 1, 2013~~2022~~:

1. The Employer shall not issue a Disciplinary Action Recommendation (DAR) against an employee, later than one hundred twenty (120) calendar days after the occurrence of the event(s) giving rise to the investigation and/or DAR or when such event(s) should reasonably have been known to the Department.

2. An administrative hearing, as described below shall be held within sixty (60) calendar days of the timely receipt of a DAR. This timeframe may be extended by the mutual agreement of the parties and/or by direction of the Hearing Chair, **but when the Hearing Chair exercises discretion to extend the timelines, he/she shall provide a written explanation.**

ARTICLE 22 -- WAGES

- **This Article was modified to reflect provisions for Cost of Living increases, COVID-19 Hazard Pay language, wage scale adjustments and increases to pay for Master Corporal, Master Sergeant and 10-year Lieutenants.**

A. Cost of Living Adjustments (COLA)

1. There will be a 2% Cost of Living Adjustment (COLA) effective the first full pay period in January 2023. The fiscal year 2023 COLA of 2%, although not effective until January 2023, will be added to the minimum pays on the wage scale effective 7/1/2022.

2. There will be a 2% Cost of Living Adjustment (COLA) effective the first full pay period in January 2024.

B. Merit Increases

There will be no merit increases in FY2023 or FY2024.

C. COVID-19 Hazard Pay

If Prince George's County receives additional State or federal funding that is allocated for bargaining unit pay (including wages, salaries, or specialty pay) in connection with the COVID-19 pandemic, the parties agree to reopen negotiations concerning potential COVID-19 Hazard Pay, with any agreement related to that pay to be set forth in a side letter to the main CBA. In addition, if the County agrees to pay COVID-19 Hazard Pay to any of its bargaining units in connection with negotiations for FY2023 or FY2024

collective-bargaining agreements, the County agrees to pay COVID-19 Hazard Pay for the same duration to employees covered by this Agreement.

E. Wage Scale for Correctional Officers. The parties agree to the administration of the Correctional Officer Wage Scale (the "D" scale) and the modifications thereto as described below and in Attachment A, attached hereto:

11. Effective July 1, 2022, the wage scale minimum and maximum will increase by 5.5%, with all members receiving their increase on their hire anniversary date.

12. Effective July 1, 2023, the wage scale minimum and maximum will increase by 5.25%, with all members receiving their increase on their hire anniversary date.

13. Effective the first full pay period after January 1, 2023, the additional pay for Master Corporal, Master Sergeant, and 10-year Lieutenants shall be increased from 2% to 4%.

14. ~~In addition,~~ Effective the first full pay period after January 1, 2023, and continuing thereafter, any Correctional Officer who has reached or in the future reaches 10 years of service in the Department, regardless of rank, will receive a 1% adjustment in wages, unless the officer already has received the increase for Master Corporal, Master Sergeant, and/or 10-year Lieutenant. If these Master or 10-year ranks are achieved after receipt of the 10 years of service longevity adjustment of 1%, the adjustments for these ranks will be reduced by the 1% already received and adjusted, such that the Master/10-year adjustments shall be 3%.

ARTICLE 46 -- DURATION AND REOPENER

➤ **This Article was amended to reflect the effective dates of the Agreement.**

A. This Agreement shall become effective on July 1, 2022, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2024.

B. This Agreement shall be automatically renewed from year to year after June 30, 2024, unless either party shall notify the other in writing no later than October 1, 2023 (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.

ATTACHMENT A – MIN-MAX SYSTEM

➤ **Paragraphs G & H were combined to include the ten-year Lieutenant and provides an increase of additional pay from 2% to 4%. New paragraph H provides for a 1% increase to wages for Correctional Officers who have 10 years of service regardless of rank.**

G. MASTER CORPORAL, AND MASTER SERGEANT, 10-YEAR LIEUTENANTS

~~H. LIEUTENANTS~~

4. Effective July 1, 2001, any member of Unit Three (Correctional Officer Lieutenant) will receive a two percent (2%) increase to base pay upon completion of their tenth (10th) year in grade.

5. Effective the first full pay period after January 1, 2023, the additional pay for Master Corporal, Master Sergeant, and 10-year Lieutenants shall be increased from 2% to 4%.

H. 10-YEAR SERVICE ADJUSTMENT

~~In addition, e~~Effective the first full pay period after January 1, 2023, and continuing thereafter, any Correctional Officer who has reached or in the future reaches 10 years of service in the Department, regardless of rank, will receive a 1% adjustment in wages, unless the officer already has received the increase for Master Corporal, Master Sergeant, and/or 10-year Lieutenant. If these Master or 10-year ranks are achieved after receipt of the 10 years of service longevity adjustment of 1%, the adjustments for these ranks will be reduced by the 1% already received and adjusted, such that the Master/10-year adjustments shall be 3%.