

## SETTLEMENT SUMMARY

### FRATERNAL ORDER OF POLICE 112, PRINCE GEORGE’S COUNTY SHERIFFS LODGE 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 Fraternal Order of Police 112, Prince George’s County Sheriffs Lodge 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 Deputy Sheriffs within the Office of the Sheriff. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

#### **ARTICLE 4 - BASE SALARY RATE**

- Section 4.01 provides the terms for COLAs and merits as well as language regarding retroactive COVID-19 Hazard Pay.

#### **Section 4.01 Wages**

##### **A. Cost of Living Adjustment**

**FY2023 - Effective March 26, 2023, employees shall receive a 5.0% cost of living adjustment (COLA).**

**FY2024 - Effective March 24, 2024, employees shall receive a 2.5% cost of living adjustment (COLA).**

##### **B. Merit Increases**

**FY2023 – Employees covered by this Agreement who are otherwise eligible to receive a merit increase from July 1, 2022 through June 30, 2023 will receive a regular merit increase on their initial hire/rehire anniversary date in Fiscal Year 2023.**

**FY2024 – Employees covered by this Agreement who are otherwise eligible to receive a merit increase from July 1, 2023 through June 30, 2024 will receive a regular merit increase on their initial hire/rehire anniversary date in Fiscal Year 2024.**

##### **C. Retroactive COVID-19 Hazard Pay**

**If Prince George’s County receives additional federal funding in connection with the COVID-19 pandemic, the parties agree to reopen negotiations concerning potential COVID-19 Hazard Pay. 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. Any agreement related to Hazard Pay shall be set forth in a side letter to the main CBA.**

#### **Section 4.02 Wage Scale**

- This Section provides the terms for employees' placement on the modified uniform wage scale with an increase to the entry level salary for Deputy Sheriff Private and other steps on the scale adjusted accordingly.

#### **D. Modifications to the Uniform Wage Scale - Fiscal Year 2023**

- 1. Effective January 1, 2023, the wage scale will be adjusted as follows:**
  - a. There shall be a 3.5% adjustment when moving from Step B to Step C for Private (W21);**
  - b. There shall be a 3.5% adjustment when moving from Step M to Step N for Sheriff First Class (W22), Corporal (W24), Sergeant (W25), and Lieutenant (W27);**
  - c. There shall be a 3.5% adjustment when moving from Step N to Step O for Sheriff First Class (W22), Corporal (W24), Sergeant (W25), and Lieutenant (W27);**
  - d. There shall be a 3.5% adjustment when moving from Step O to Step P for Sheriff First Class (W22), Corporal (24), Sergeant (W25), and Lieutenant (W27).**
  - e. All other steps adjustments remain unchanged.**

**2. Effective January 1, 2023, Steps A, B, C and D for Deputy Sheriff Private (W21) and Steps A and B for Deputy Sheriff Private First Class (W22) shall be increased to \$57,860 and:**

- a. All other steps for ranks W21; W22; W24, and W25 shall remain unchanged;**
- b. Having already received the 5% and 2.5 % COLAs, officers at Steps A and B for Deputy Sheriff Private (W21) shall not receive a COLA adjustment on either March 26, 2023 or March 24, 2024. Steps C and D for Deputy Sheriff Private and Steps A and B for Private First Class shall receive such increases necessary to make those steps equal to the wage scale as of 12/31/2022 plus 5% as of March 26, 2023 and an additional 2.5% as of March 24, 2024.**

#### **ARTICLE 5 – SPECIAL PAY RATES**

##### **Section 5.02.03 Special Pay Provision: Police Memorial Day**

- This Section was modified to clarify the language for this provision.

**Those employees who are not scheduled to work and perform no work on Police Memorial Day will receive eight (8) or ten (10) hours of compensatory leave based on their regularly**

**scheduled shift during that pay period.** Effective beginning in Fiscal Year 2001, employees covered by this Agreement who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section 5.02.02 above.

#### **Section 5.04 Shift Differential**

➤ This Section increases the pay for shift differentials.

- A. Effective July 1, ~~2018~~ **2022**, a shift differential of ~~three dollars and forty cents (\$3.40)~~ **three dollars and sixty cents (\$3.60)** per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.

**Effective July 1, 2023, a shift differential of three dollars and eighty cents (\$3.80) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.**

- B. Effective July 1, ~~2018~~ **2022**, a shift differential of ~~two dollars and ten cents (\$2.10)~~ **two dollars and thirty cents (\$2.30)** per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.

**Effective July 1, 2023, a shift differential of two dollars and forty-five cents (\$2.45) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.**

#### **Section 5.08 Field Training Officer Pay**

➤ This Section increases the pay for FTOs.

Effective July 1, ~~2018~~ **2022**, employees covered by this Agreement will receive a payment of five dollars **and fifty cents (\$5.50)** per hour for all hours in which they serve as a Field Training Officer (FTO), with this payment to be paid biweekly. **Effective July 1, 2023, the payment shall increase to six dollars (\$6.00) per hour.** In-house training will be made available for FTO's so that they will be certified trainers.

### **ARTICLE 6 -- FRINGE BENEFITS**

#### **Section 6.02 Clothing Allowance**

➤ This Section provides increases to the clothing allowance.

- A. Effective the first full pay period in July ~~2018~~ **2022**, Deputy Sheriffs covered by this Agreement shall receive a clothing allowance of ~~one thousand five hundred dollars (\$1,500.00)~~ **one thousand six hundred dollars (\$1,600.00)** for the procurement, care and upkeep of clothing and leather goods. **Effective the first full pay period of July 2023, the clothing allowance shall increase to one thousand seven hundred dollars (\$1,700.00).**

This clothing allowance is not considered part of the employee's base pay, and will be paid in one (1) installment in July of each fiscal year covered by this Agreement.

## Section 6.09 Tec Pay

- This Section provides increases to TEC pays and adds language to withhold TEC pay under certain circumstances.

- A. Effective the first full pay period in July ~~2018~~ **2022**, Deputy Sheriffs who are regularly and permanently assigned as members and alternates of the SST (not to exceed a total of thirty (30)) shall receive a supplemental payment of one thousand ~~one~~ **two** hundred dollars (~~\$1,100.00~~) (**\$1,200.00**); motor unit (~~not to exceed a total of eight (8)~~) (**not to exceed a total of ten (10)**) shall receive a supplemental payment of ~~eight~~ **nine** hundred dollars (~~\$800~~) (**\$900.00**); crisis negotiators (not to exceed a total of 16), CDU (not to exceed a total of ~~fifteen (15)~~) **thirty (30)** shall receive a supplemental payment of ~~six~~ **seven** hundred dollars (~~\$600.00~~) (**\$700.00**); and canine handlers (not to exceed a total nine (9)) shall receive a supplemental payment of one thousand ~~three~~ **four** hundred dollars (~~\$1,300.00~~) (**\$1,400.00**) per fiscal year. **Effective the first full pay period of July 2022, Deputy Sheriffs who are certified range instructors, and who utilize that certification in the performance of their duties, shall receive a supplemental payment in the amount of five hundred dollars (\$500.00) per fiscal year.**
- B. Deputy Sheriffs who hold a Commercial Driver's License (CDL) and utilize it in the performance of their duties, shall receive a supplemental payment of ~~five~~ **six** hundred dollars (~~\$500.00~~) (**\$600.00**) per fiscal year.
- C. Effective the first full pay period in July ~~2018~~ **2022**, Deputy Sheriffs assigned to the Witness Protection Unit (**not to exceed 18**) shall receive a supplemental payment of ~~eight~~ **nine** hundred dollars (~~\$800.00~~) (**\$900.00**) per fiscal year. Deputy Sheriffs assigned to the Ceremonial Unit (**not to exceed 8**), who have completed one (1) year of service within such Unit, shall receive a supplemental payment of ~~six~~ **seven** hundred dollars (~~\$600.00~~) (**\$700.00**) per fiscal year. Deputy Sheriffs who pass a conversational proficiency test and provide verifying certification as an interpreter, shall receive a supplemental payment of ~~nine hundred~~ **one thousand** dollars (~~\$900.00~~) (**\$1,000.00**) per fiscal year. The conversational proficiency test will be given at least on an annual basis and notification of the test date announced at the beginning of each Fiscal Year. Deputy Sheriffs who are certified in sign language, and selected by the Sheriff, will also receive a lump sum payment of ~~six~~ **seven** hundred dollars (~~\$600.00~~) (**\$700.00**) per fiscal year.
- D. **TEC Pay will not be paid to Deputy Sheriffs who are incapacitated and unable to perform the specialized service, or circumstances prevent them from performing the specialized services for a period of ten (10) or more working days. TEC pay will be reinstated when a Deputy Sheriff is able to return to work or circumstances are resolved and the Deputy Sheriff is able to perform the services.**
- E. **All TEC pays will be prorated for the fiscal year and paid with the employee's bi-weekly paycheck.**

## **Section 6.10.02 Union Business Communications**

➤ This Section was deleted.

~~FOP 112 will be permitted to place union-related mail in mail boxes for union members. FOP 112 will be allowed to send approved official electronic messages to its membership through the Chief Assistant Sheriff. FOP 112 agrees to utilize a standard format to send its electronic messages, which will be used to send meeting notifications to its membership. The Sheriff's Office agrees to allow reasonable bulletin board space for approved FOP 112 newsletters, notices, and literature.~~

## **ARTICLE 7 - SUPPLEMENTAL RETIREMENT BENEFIT**

### **Section 7.12 Deputy Sheriff Pension Plan**

➤ This paragraph was modified to clarify the language for this provision.

#### **B. Benefit Accrual and Amounts**

##### **1. Normal Benefit**

- e. ~~Effective July 1, 2013, for employees with less than five (5) years of service credit as of~~ **For all employees hired after July 1, 2013, the** normal benefit accrual **shall be** at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff for the first twenty (20) years of actual and continuous service, and at the rate of (2.5%) per year for additional years of service up to twenty-five years of service, multiplied by the employee's average annual compensation, as determined pursuant to Section 7.12.G below, for a normal retirement benefit of 72.5% after twenty-five years of service. Additional benefit accrual may be earned after twenty-five (25) years through thirty (30) years at the rate of two and five-tenths percent (2.5%) per year.

## **ARTICLE 8 – SAFETY & HEALTH**

➤ A new paragraph was added to provide a program for retirees to have convenient access to a therapist when needed. This is offered for members with County health insurance.

- D. Management agrees to provide retirees/members on County health insurance with access to the Talkspace therapy program (or a comparable program, provided one is available through a County healthcare provider, if Talkspace becomes unavailable).**

## **ARTICLE 15 - PROMOTIONS**

### **Section 15.04 Work Group**

➤ This Section was added to establish a work group to change the promotional examination times to be closer together and within the same calendar year.

**The Office of the Sheriff and the Union will establish a work group comprised of representatives from FOP 112, the Office of the Sheriff and the County's Office of Human Resources Management to develop a new testing/promotion schedule to move the various promotional exams closer in time and within the same calendar year to create a more systematic promotional cycle.**

#### **~~ARTICLE 20 -- MISCELLANEOUS~~**

- This Article was outdated and deleted in its entirety and subsequently, all other Articles following have been renumbered.

~~In order to facilitate the scheduling of leave, every division within the Office of the Sheriff will maintain a leave calendar which will be available for inspection by bargaining unit members.~~

#### **~~ARTICLE 23 -- REVIEW AND EXPUNCTION OF PERSONNEL FILES~~**

- This Article was deleted due to the repeal of LEOBR language by the State and subsequently, all other Articles following have been renumbered.

~~The county agrees to remove all derogatory information three years or older from the employee personnel file, if requested to do so in writing by the employee in accordance with LEOBR.~~

#### **ARTICLE 24 - DURATION**

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

- A. This Agreement shall become effective on July 1, ~~2020~~ **2022**, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, ~~2022~~ 2024.
- B. This Agreement shall be automatically renewed from year to year after June 30, ~~2022~~ 2024, unless either party shall notify the other in writing no later than October 1, ~~2024~~ **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. A. This Agreement shall become effective on July 1, ~~2020~~ **2022**, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, ~~2022~~ 2024.

#### **ATTACHMENT A -- UNIFORM WAGE SCALE**

- Paragraphs were added to Attachment A to reflect the modifications to the Uniform Wage Scale during fiscal year 2022.

#### **MODIFICATIONS TO THE UNIFORM WAGE SCALE – DURING FISCAL YEAR 2023**

**Effective January 1, 2023, the wage scale will be adjusted as follows:**

- a. **There shall be a 3.5% adjustment when moving from Step B to Step C for Private (W21);**
- b. **There shall be a 3.5% adjustment when moving from Step M to Step N for Sheriff First Class (W22), Corporal (W24), Sergeant (W25), and Lieutenant (W27);**
- c. **There shall be a 3.5% adjustment when moving from Step N to Step O for**

**Sheriff First Class (W22), Corporal (W24), Sergeant (W25), and Lieutenant (W27);**

- d. There shall be a 3.5% adjustment when moving from Step O to Step P for Sheriff First Class (W22), Corporal (24), Sergeant (W25), and Lieutenant (W27).**
- e. All other steps adjustments remain unchanged.**

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- a. All other steps for ranks W21; W22; W24, and W25 shall remain unchanged;**
- b. Having already received the 5% and 2.5 % COLAs, officers at Steps A and B for Deputy Sheriff Private (W21) shall not receive a COLA adjustment on either March 26, 2023 or March 24, 2024. Steps C and D for Deputy Sheriff Private and Steps A and B for Private First Class shall receive such increases necessary to make those steps equal to the wage scale as of 12/31/2022 plus 5% as of March 26, 2023 and an additional 2.5% as of March 24, 2024.**