

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

**2008 Legislative Session**

Bill No. CB-62-2008

Chapter No. \_\_\_\_\_

Proposed and Presented by The Chairman (by request – County Executive)

Introduced by Council Members Knotts and Dean

Co-Sponsors \_\_\_\_\_

Date of Introduction September 16, 2008

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement - Prince George's Correctional

3 Officers' Association, Inc. (Correctional Officers)

4 For the purpose of amending the labor agreement by and between Prince George's County,

5 Maryland and Prince George's Correctional Officers' Association, Inc. (Correctional Officers) to

6 provide for wages and certain other terms and conditions of employment for personnel

7 classifications certified by the Prince George's County Public Employee Relations Board.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 16. PERSONNEL.

10 Sections 16-233(f)(12),

11 The Prince George's County Code

12 (2003 Edition, 2006 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,

14 Maryland, that Section 16-233 (f)(12) of the Prince George's County Code be and the same is

15 hereby repealed and reenacted with the following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 19. COLLECTIVE BARGAINING.

18 **Sec. 16-233. General.**

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

20 (12) Declaration of Approval - Prince George's Correctional Officers' Association, Inc.

1 (PGCOA) (Correctional Officers).

2 The County Council of Prince George's County, Maryland, having fully considered the  
3 labor agreement concluded between Prince George's County, Maryland and Prince George's  
4 Correctional Officers' Association, Inc., on [September 26, 2005] \_\_\_\_\_ hereby  
5 approves said Agreement in accordance with the provisions of Section 13A-109 of the Prince  
6 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 Agreement shall be retroactively effective to  
July 1, 2007.

Adopted this 7<sup>th</sup> day of October, 2008.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Samuel H. Dean  
Chairman

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Jack B. Johnson  
County Executive

KEY:  
Underscoring indicates language added to existing law.  
[Brackets] indicate language deleted from existing law.

AGREEMENT

MADE BY AND BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

PRINCE GEORGE'S CORRECTIONAL

OFFICERS' ASSOCIATION, INC.

July 1, 2007 - June 30, 2009

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## **PURPOSE**

A. 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" or "Association"), 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. As used hereinafter, the word "Department" shall refer to the Prince George's County Department of Corrections.

B. 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**

A. The County recognizes PGCOA as the sole and exclusive collective bargaining representative of the Prince George's County Department of Corrections employees in the bargaining units 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, to wit:

1. Unit One - comprised of Correctional Officer Privates, Correctional Officer Privates First Class and Correctional Officer Corporals.
2. Unit Two - comprised of Correctional Officer Sergeants.
3. Unit Three – comprised of Correctional Officer Lieutenants.

B. The County and the Association specifically recognize and understand that the employees covered by this Agreement are organized into the separate and distinct bargaining units noted above and that these units are referred to collectively in this Agreement solely for the limited purpose of "multi-unit bargaining" as specifically authorized by Section 13A-106(d) of the Labor Code.

## **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**

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, sexual orientation, political affiliation, country of national origin, disability, 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**

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

B. 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 Association dues or service fees and remit the dues or service fees to PGCOA. Such authorization shall be irrevocable and automatically renewed from year to year thereafter unless revoked pursuant to Section 13A-108(c) of the Labor Code. 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**

A. Members of the Board of Directors of PGCOA shall be granted administrative leave to attend Association Board meetings. Also, members of 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 four (4) members

on any one occasion, and leave to attend Board meetings shall be granted to up to nine (9) Board members the second Wednesday of the month. Administrative leave will be granted to the Association and its members under this Article subject to the availability of hours in the PGCOA Leave Bank described below. If the meeting falls on the employee's regular day off, the employee will be given hour for hour compensatory leave.

B. Where PGCOA certifies 1) a list of employees covered by this Agreement will automatically have annual leave, or County compensatory leave, deducted consistent with Section 13A-103(e) of the Labor Code (the County will deduct compensatory leave before using annual leave); and, 2) the number of annual or compensatory leave hours to be transferred per employee will be four (4) hours semiannually (January and June), the County will accept that certification and will transfer up to a maximum of one thousand seven hundred fifty (1,750) annual or compensatory leave hours per fiscal year to a PGCOA 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 three thousand five hundred (3,500) 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.

C. 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/her approval (and such approval shall not be unreasonably withheld).

## **ARTICLE 6 -- LEAVE FOR NEGOTIATIONS**

A. Employees (not to exceed eight (8) in number - six (6) plus one (1) alternate for each unit) who, upon the request of PGCOA are excused from their regular assignment on the day of negotiations to attend meetings with representatives of the County and/or to prepare for negotiations, shall suffer no loss of pay or leave. If the meeting falls on the employee's regular day off, the employee will be given hour for hour compensatory leave.

B. Members of the PGCOA negotiating team (not to exceed eight (8) members) may be granted up to forty-eight (48) hours of administrative leave each 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.

C. The Director may, after the Association's request, grant additional leave to members 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 regardless of their tenure with the County will not be terminated from employment with Prince

George's County for lack of work as the result of outside contractors, temporary employees or civilian employees carrying out the duties normally performed by those employees.

### **ARTICLE 8 -- PGCOA REPRESENTATION**

A. The PGCOA President or, in his or her absence, a duly designated acting President, shall not be assigned to duties for the Corrections Department but shall remain on the payroll of the Corrections Department for the purpose of performing full-time duties as PGCOA President. During this period, the President or, in his or her absence, a duly designated acting President, or any other officer assigned to work at PGCOA, shall continue to accumulate seniority and shall receive all benefits (for example, shift differential, if applicable) as if he/she were fully on duty with the Department. Further, the PGCOA President or any other officer assigned to work at PGCOA will maintain the qualifications required for officers of his/her rank, which shall include, but are not limited to, the fulfillment of in-service training requirements and weapons qualification.

B. If the PGCOA President or, in his or her absence, a duly designated acting President, is absent from normal duties as PGCOA President or, in his or her absence, as duly designated acting President, because of illness, vacation, or other reasons not related to his/her duties as President or, in his or her absence, as duly designated acting President, he/she shall be placed in the appropriate leave status (sick, annual, etc.) for that period of absence.

C. If the PGCOA President or, in his or her absence, a duly designated acting President, is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the PGCOA Board may designate in writing to the County a PGCOA member who shall act as PGCOA President in his/her absence. The County agrees that upon receipt of the written designation by the PGCOA Board, received at least five (5) working days in advance of the date the leave is to begin (emergencies excepted), the County will place on administrative leave the PGCOA member so designated by the PGCOA Board in lieu of the President for each day that leave is announced.

D. PGCOA shall have one additional full-time member to assist the President. This member shall not be assigned to duties for the Corrections Department but shall remain on the payroll of the Corrections Department for the purpose of performing full-time duties for the Association.

### **ARTICLE 9 -- PGCOA STEWARDS**

A. PGCOA, through its President or designee, shall represent all employees covered by this Agreement in the adjustment of their grievances, as set forth in Article 15, Grievance Procedure. The Department will recognize one (1) Steward from each unit on each shift at the Correctional Center. In addition, PGCOA may designate up to two (2) alternate Stewards from Unit One, one (1) alternate from Unit Two on each shift, and one (1) alternate from Unit Three (who shall act only in the absence of the Shift Steward while on approved leave or days off). At satellite facilities, such as Hyattsville, the Department will recognize one (1) Steward and one (1)

alternate Steward assignment to Special Operations. Stewards and alternate Stewards will be permitted reasonable time to receive grievances under the following conditions:

1. Stewards, or alternates, shall be PGCOA's designated representative responsible for meeting with Department representatives, for transmitting communications authorized by PGCOA to the County and for receiving communications from the Department on behalf of PGCOA;

2. These activities shall not interfere with the work of other employees; and,

3. Stewards and alternates shall not leave their work assignment without first receiving the approval of their appropriate supervisor (such approval shall not be unreasonably withheld).

B. PGCOA agrees to provide the Department with a list of Stewards and alternates and will keep the list current. The Department will recognize only those Stewards and alternates whose names appear on the list. Stewards and alternate Stewards will be provided forty (40) hours of administrative leave during a Steward's first year as a Steward and sixteen (16) hours of administrative leave thereafter as a Steward to attend Shop Steward Training. Training will include, but will not be limited to: Personnel training, Trial Board training, Duties and Responsibilities of Shop Stewards, etc.

C. PGCOA will coordinate with the Department the scheduling of Shop Steward Training and will make the request at least ten (10) working days in advance of the training. PGCOA will provide the names of the Shop Stewards who will attend and the course curriculum. Upon the completion of training, PGCOA will certify the names of the Stewards who completed the training.

## **ARTICLE 10 -- SENIORITY**

A. For purposes of this Agreement, seniority means either:

1. Departmental seniority, defined as an employee's length of continuous service with the Department of Corrections as a Correctional Officer, which shall also include the employee's continuous service with the County's Sheriff's Department prior to the establishment of the County's Department of Corrections on January 1, 1978, so long as the employee assumed duties with the Department of Corrections on January 1, 1978; or,

2. Seniority according to rank, defined as an employee's length of continuous service in his or her rank.

B. For the purpose of bidding on post assignment only, the determination of seniority shall be limited to the time spent as a Prince George's County Correctional Officer unless covered by provisions in subparagraph 1, above, and shall not include service in any other occupation within the Department of Corrections.

C. The County shall maintain seniority rosters of employees covered by this Agreement by each type of seniority. A copy of these seniority lists shall be posted in the security operations area where accessible at all times to employees and the Shift Commander's Office and furnished to the PGCOA quarterly.

D. Both types of 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.

E. 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 rosters with credit for his/her prior service, but with no credit for the period of his/her absence.

F. 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 rosters with credit for his/her prior service but with no credit for the period of his/her absence.

G. Effective July 1, 1999, seniority as a Correctional Officer shall be a dispositive factor to determine:

1. Annual leave approval, consistent with Article 35, Annual Leave.
2. Overtime Assignment, consistent with Article 20, Mandatory Overtime and Overtime Assignment.

H. Seniority according to rank shall be a substantial factor to determine:

1. Shift Assignment, consistent with Article 19, Work Hours.

In determining shift assignments for members of Unit Three, the Department will take into account shift preferences of the Unit Three members. However, final decisions concerning shift assignments shall rest with Management.

2. Days Off, consistent with Article 19, Work Hours.

Seniority according to rank shall be a dispositive factor to determine days off for members of Unit Three.

- I. Employees hired prior to July 1, 1999 shall maintain their departmental seniority.

### **ARTICLE 11 -- PGCOA INFORMATION DISPERSAL**

- A. The County agrees to permit reasonable bulletin board space in each squad room, or another mutually agreeable location, for official PGCOA newsletters, notices, and literature.
- B. The PGCOA President will be notified immediately by the Department, as part of the Departmental notification procedures, when anyone covered by this Agreement is involved in any incident that results in admission to the hospital or death.

### **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 Corrections Department 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 President, both PGCOA Vice-Presidents and the PGCOA Counsel copies of any changes to general orders, benefits, written job descriptions, changes in permanent post positions or permanent post designations (including other scheduling procedures) and any other changes applicable to employees covered by this Agreement. Except under circumstances requiring immediate action, this shall be done not less than ten (10) working days prior to the implementation of changes, excluding Saturdays and Sundays. The Association shall be given the opportunity to provide full comment within the ten (10) working day period prior to the implementation of proposed changes. Where the County implements changes under circumstances requiring immediate action without ten (10) working days prior notice to PGCOA, the County will promptly notify PGCOA 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**

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

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

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

## **ARTICLE 15 -- GRIEVANCE PROCEDURE**

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:

1. Step 1.

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

2. 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 or designee and the aggrieved employee will meet at a mutually agreeable time with the Director of the Department of Corrections, or his designee, for the purpose of attempting to resolve the grievance within seven (7) working days.

after timely receipt of the written grievance. A response to the grievance will be issued within seven (7) working days of the meeting between the Director (or his designee) and the PGCOA and the aggrieved employee. 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.

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. 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.

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**

A. The parties recognize that the Department has the right to discipline its employees pursuant to the Personnel Law and the Department policies and procedures regarding discipline.

B. Matters relating to employee discipline for an offense subject to a penalty greater than a written reprimand will be subject to the following procedures:

1. Before each disciplinary action is imposed, the officer shall be entitled to a hearing by a Hearing Board which shall be conducted in accordance with the Departmental policies and procedures.

2. The disciplinary action of the Director may not be appealed to the Personnel Board or taken to arbitration, but may be appealed to the Circuit Court for Prince George's County, Maryland pursuant to Maryland Rules, Section 7- 201 et seq. Any party aggrieved by the decision of the Circuit Court may appeal to the Court of Special Appeals.

C. Any officer may waive in writing any or all of his/her rights provided in this Article, or under any policy and procedure issued hereunder.

D. An officer who is interviewed or interrogated by the Department regarding any matter which might result in disciplinary action shall be entitled to the following protection(s) and rights:

1. Prior to any interview or interrogation, an officer who is the subject of an investigation will be notified in writing of the nature of the investigation.

2. At the request of the officer, the officer shall have the right to be represented by counsel or any other responsible representative of his/her choice who shall be present at all times during any interrogation or interview. The interrogation shall be suspended for a reasonable period of time not to exceed five (5) working days until representation is obtained, unless an extension is granted by the Director or his/her designee.

3. A complete record, either written, taped or transcribed, shall be kept of the complete interrogation or statement of the officer.

4. Interrogating sessions shall be conducted at a reasonable hour for reasonable periods, and shall be timed to allow for any personal necessities and rest periods as are reasonably necessary.

5. All questions directed to the officer under interrogation shall be asked by and through one interrogator during any interrogating session.

6. The officer shall be completely informed of all of his/her rights prior to the commencement of the interrogation.

E. An investigation which could lead to such disciplinary action shall be completed within thirty (30) days of the officer's interrogation and within ninety (90) days of the initiation of the investigation, whichever is less, unless extended by the Director or his/her designee for good cause.

1. The Employer shall not (i.) issue a Disciplinary Action Recommendation (DAR), (ii.) issue a written reprimand, or (iii.) take any other form of disciplinary action not described in (i) or (ii) against an employee, later than one hundred twenty (120) calendar days after the occurrence (or after the Employer should have reasonably been aware of the occurrence) which is the basis of the DAR, written reprimand or other disciplinary action.

2. An administrative hearing, as described below shall be held within forty-five (45) calendar days of the timely receipt of a DAR.

3. The Administrative Hearing Board shall send/deliver a copy of its written decision and recommendation to the Director and the officer and PGCOA within ten (10) calendar days of the hearing as described in Section G.9. below.

F. Upon completion of the investigation and not less than fourteen (14) calendar days prior to any hearing, the officer under investigation, and his/her representative or counsel, shall be provided with the following:

1. A disciplinary notice containing all charges and specifications which states that the officer is entitled to a hearing on the charges and specifications by a hearing board as well as the time and place of the hearing.

2. A list of witnesses to be called by the Department at the hearing.

3. A copy of any statements and documentary evidence along with any exculpatory information in the possession of the Department to be used for the sole purpose of defending the officer, but not including the identity of confidential sources, or the report of investigation.

4. Any Officer that is under investigation by the Office of Professional Responsibility Division and Legal Affairs in the Department that receives notice of any sustained charges is entitled to a copy of the Confidential Disciplinary packet after Notice of Intent and prior to any decision being made as to any discipline to be administered by the Department, "but excluding the identity of any confidential sources and recommendations as to charges, disposition or punishment."

#### G. Administrative Hearing Boards

1. One (1) member Administrative Hearing Boards will hear appeals from summary punishment recommendations (minor infractions) that do not exceed a loss of two (2) days annual leave or a fine not to exceed one hundred fifty dollars (\$150.00).

2. Three (3) member Administrative Hearing Boards will hear all disciplinary action recommendations (major infractions) where the potential punitive action may exceed those of one (1) member boards. In addition, the composition of this hearing board will include a Major/Captain selected at the discretion of the County; a Sergeant/Lieutenant drawn by lot by the accused Officer; and an Officer of equal rank drawn by lot by the accused Officer.

3. An official record, including testimony and exhibits, shall be kept of the hearing.

4. Both the Department and the officer shall be given ample opportunity to present evidence and argument with respect to the charges and specifications, with the Department having the burden of proof. Both may be represented by counsel.

5. Evidence which possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs shall be admissible and shall be given probative effect. The Hearing Board conducting the hearing shall give effect to the rules of privilege recognized by law, and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence. All records and documents which any party desires to use shall be offered and made a part of the record. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

6. The Department and the officer shall have the right of cross-examination of the witnesses who testify, and may submit rebuttal evidence.

7. A Hearing Board may utilize its experience, technical competence, and specialized knowledge in the evaluation of the evidence presented.

8. The Chair of the Hearing Board shall have the power to administer oaths or affirmations and to request on behalf of either party or on its own behalf the attendance and testimony of witnesses, and the production of books, papers, records, and documents as may be relevant or necessary. Upon failure to comply with such requests made on behalf of the Board itself, the Board may enforce its requests through the County Council by issuance of a subpoena. Parties seeking to enforce their requests shall do so by requesting the County Council to issue subpoenas.

9. The decision of the Hearing Board shall be in writing and shall be accompanied by findings of fact. The findings consist of a concise statement upon each issue in the case. A finding of guilty should be based on a preponderance of evidence. A finding of not guilty terminates the action. If a finding of guilt is made, the Hearing Board shall reconvene the hearing, receive relevant information as factors before making its recommendations to the Director. A copy of the decision and accompanying findings and conclusions, along with written recommendations for action, shall be delivered promptly to the officer, his/her attorney, PGCOA, and the Director.

10. When the Department is recommending a decision as to determine an appropriate sanction an Officer should receive for any sustained charges, the Department should not take into account any prior expunged charges against the officer after three (3) calendar years.

11. The written recommendations as to punishment are not binding upon the Director. Within twenty-one (21) calendar days of the hearing, the Director shall review the findings, conclusions and recommendations of the Hearing Board, consider the officer's past job performance and other factors as described in Section 16-195 of the County Personnel Law, and issue final disciplinary action. Before the Director may increase the recommended penalty of the Hearing Board, he/she personally shall review the entire record of the Hearing Board proceedings, shall permit the officer to be heard, and shall state the reason for increasing the recommended penalty.

H. A Department of Corrections Policy and Procedure will be developed outlining in detail the operation and functions of the Administrative Hearing Board process.

I. The development of any subsequent changes of this Policy and Procedure will be accomplished through the Labor-Management Committee with approval by the Director, Department of Corrections.

J. In addition to the foregoing, PGCOA and its designated counsel shall receive an informational copy of any disciplinary notice given to an employee covered by this Agreement, but in no event are the notices subject to the Grievance Procedure contained in Article 15 of this Agreement.

K. The Employer and the officer, or the officer's representative, may mutually agree to extend any of the time limits contained in Article 16.

### **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.

### **ARTICLE 18 -- PERSONNEL FILES**

A. 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 (3) day suspension, or its equivalent, will be removed from an employee's personnel file(s) fifteen (15) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the fifteen (15) month period. Written reprimands and written counseling (not to include written counseling done in conjunction with an officer's performance evaluation) will be removed from an employee's personnel files(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.

B. The Department will issue an annual memorandum to remind employees who review or access personnel files of the requirements of the Personnel Law and Administrative Procedure 262 (Maintenance, Access, and Retention of Personnel Files). When the personnel file of an officer covered by this Agreement is reviewed or accessed by anyone other than the Director's Office and Internal Affairs, an access sheet in the officer's personnel file will be signed by the person who reviewed or accessed the file.

### **ARTICLE 19 -- WORK HOURS**

A. The workweek is the seven (7) consecutive day period commencing with the first shift on Sunday and ending with 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. Unless a schedule is proposed pursuant to paragraph C of this Article which would require employees covered by this Agreement in the Bureau of Security (except specialty units) to work a schedule different from the current schedule, all members of Unit Two and Unit Three will continue to work a schedule of five (5) eight (8) hour days with two (2) consecutive days off, at least one of which will be a Saturday or Sunday. A review of shift assignments will be

conducted for members of Unit Three at least yearly in accordance with Article 10 during the yearly bid process.

B. The scheduled workday 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. In FY08, employees at the Regional Processing Center including the Regional Sergeants and the outside detail officers shall receive a three hundred dollar (\$300.00) allowance per year for meal per diem. In FY09, the meal per diem will be increased to four hundred dollars (\$400.00). This allowance will be paid with the annual uniform allowance. Unless otherwise noted, this sum is 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.

C. The Department may require employees covered by this Agreement assigned to the Bureau of Security to attend roll call fifteen (15) minutes and Units II and III may be required to report thirty (30) minutes prior to the commencement of their shift. For each day of attendance, employees will receive credit to their compensatory leave accounts at the rate of time and one-half or pay at straight time at the option of the County. Employees will be permitted to schedule in advance at a mutually acceptable time one (1) day of compensatory or annual leave in conjunction with one of their scheduled two (2) day breaks during a regular six (6) week schedule period. An officer attending mandatory training and/or court appearance will not lose his/her shift differential.

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

E. In determining shift assignments, the Department will take into account the shift preference of officers and, where officers express the same preference, attempt to resolve scheduling on the basis of seniority in accordance with paragraph C of Article 10 (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.

F. A major bid for members of Unit One and Unit Two will be conducted yearly. A mini bid will be conducted yearly as needed for posts vacated due to attrition or reassignment.

## **ARTICLE 20 -- MANDATORY OVERTIME AND OVERTIME ASSIGNMENT**

A. The parties recognize and understand that the County has the right to require employees covered by this Agreement to work overtime and that overtime work should first be covered by

volunteers and then through the evenhanded assignment of mandatory overtime. Accordingly, the parties agree to the following guidelines for the assignment of overtime work:

1. The Department will maintain voluntary and mandatory overtime rosters by seniority. The mandatory rosters will be posted or read during roll calls before each shift so that officers will know where they stand vis-a-vis overtime.

2. The Department will first try to cover its overtime work from the voluntary overtime roster. The volunteer roster will be made accessible to volunteers to sign up for overtime. Work will be offered in seniority order to the most senior employee first. In the event someone is relieved of overtime, it will be in reverse seniority except when an officer is not qualified to assume the position of a junior officer, and in cases where exchanging post assignments would create potential problems. During special events and at the Fed-Ex Field where the County is the Employer, voluntary overtime will be available based on seniority as described above. Only correctional officers certified to process inmates will be eligible for such events.

3. If sufficient volunteers are not available for overtime work, the Department will make overtime assignments from the mandatory overtime roster. Mandatory overtime shall be assigned on a rotating basis by seniority with the junior employees first on the list. An officer who works a minimum of thirty (30) minutes mandatory overtime shall be considered as fulfilling his/her mandatory overtime obligation. Mandatory overtime will not be assigned to an officer if the officer is scheduled for approved leave or break the following day. In the event someone is relieved of mandatory overtime, the last person held will be the first person to be relieved.

4. When assigning overtime work (both voluntary and mandatory) the Department will make reasonable efforts to accommodate the post preferences of employees by seniority order but it is not required, under this provision, to accommodate employee desires to work assigned posts which have been designated by the Director as permanent. The Department will notify the Association within thirty (30) days after enactment of this contract as to which posts are permanent and will also provide the Association with notice of any changes in designation.

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

6. Except in a case of emergency, as determined by the Director or Deputy Director, 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.

B. It is the joint intention of the parties to keep the amount of overtime worked by employees covered by this Agreement to a minimum. Accordingly, the Department agrees to consider its overtime work experience in determining its manpower needs, and PGCOA and its members agree to help minimize the amount of overtime worked through such measures as carefully following all procedures for leave approval and avoiding the use of leave when it is not

necessary (for example, scheduling doctors' and dentists' appointments on off-duty hours).

C. Members of Unit Three shall be allowed to work voluntary overtime in accordance with the established seniority roster. Unit Three members may be limited in overtime assignments to supervisory positions (Zone Commander, Operations and Inspector Lieutenant, etc.).

D. ERT and the Regional Processing officers will be on a separate Mandatory Roster for these units and that roster shall be updated by the appropriate shifts. The Mandatory overtime will be conducted in the same manner according to this article of the contract.

## ARTICLE 21 -- SAFETY AND HEALTH

A. Cooperation. The County and PGCOA agree to cooperate to the fullest extent in the promotion of safety and health. Either the County or PGCOA may place safety and health issues on the agenda of the Labor-Management Committee of Article 34.

B. Safety Team. There shall be a Safety Team Leader and two (2) alternate Safety Team members per shift, as selected by the Safety Team Coordinator, with coordination through the Shift Commanders. Safety Team members will be qualified fire and safety officers to assist in maintaining a fire safety and hazard free environment for staff and inmates. A Safety Team member will conduct a weekly inspection on all shifts at all Departmental facilities, noting deficiencies, and will prepare a weekly summary for review by the Safety Team Coordinator. The Safety Team Leader and the two (2) alternates will receive eight (8) hours of training annually.

C. Treatment of Injuries. The County agrees to pursue the establishment of a standardized procedure with the area hospital facilities, in compliance with MOSH regulations, that would give immediate attention to County Correctional Center personnel who are injured on the job or who suspect exposure to an airborne or highly infectious and contagious disease on the job. Nothing herein shall reduce benefits or coverage under Workers' Compensation laws or regulations. This procedure shall be given to PGCOA.

1. Following any major incident, for the health and welfare of involved officers, immediate referrals can be made by the on duty shift commander to EAP for evaluation of those needing immediate counseling.

2. A critical incident critique will be conducted as soon as reasonably possible after any major incident. The PGCOA President or designee will be included in the initial critique.

3. Following the critique, an EAP counselor will be given all factual information related to the incident, so that follow-up referrals or counseling can be facilitated.

4. Additionally, following the critique, recommendations can be made relative to operational changes or improvements that will enhance officer safety as well as departmental effectiveness. Such recommendations regarding officer safety will be addressed by the Director

within sixty (60) days.

5. Firearms Instructors and Armorers will receive a yearly blood test in conjunction with their annual Performance Appraisal to determine their lead level content is within acceptable medical levels.

D. Emergency Equipment. The County will provide to each officer on duty two (2) types of alarm devices: a radio equipped with an emergency alarm switch or button and a separate emergency device, such as the pen-like, ultrasonic device referred to as "Personnel Monitor", Personnel Alarm Transmitter (PAG) or "Scan Pen." Alarm devices offer means by which the Central Control Officer may dispatch immediate assistance in the event of an incident or disturbance which threatens the safety and security of staff or inmates. Officers are responsible for knowing and following the Department's procedures with regard to this equipment. The radio alarms will be checked for proper operation at the start of each shift.

1. The County will maintain the Personnel Monitors, Personnel Alarm Transmitter (PAT) in proper working order and will ensure that the radios receive, transmit and function from all areas inside and around the outside of the facility.

2. The County will also supply each housing unit with a back-up battery and battery charger. Malfunctioning radios, Scan Pens, battery chargers and batteries will be repaired so they are in good working order or replaced within thirty (30) minutes of notification of their defective condition. The Department will provide a total of two (2) battery dischargers: one located in Security Administration, the other, in a Zone Commander's office.

3. Pursuant to departmental procedures, in addition to the required visits per shift to each housing unit, the Zone Commander shall provide regular radio checks to the officer in each housing unit. If the officer in the housing unit does not respond immediately to the radio check, a floor officer or sergeant shall be designated to respond immediately to that housing unit to verify the welfare and safety of the officer. If the floor officer or sergeant is unable to verify the safety of the officer, a Signal 13 (Officer in Trouble) Emergency shall be declared.

4. The County will select and provide a total of six (6) Automated External Defibrillator's, Riot Shields, Riot Helmets, and a K-9 Bite Suit.

E. Emergency Response Procedure and Drills. The County will maintain procedures to provide immediate response to staff and inmates whose safety or security may be threatened. Each officer will be provided a copy of these procedures and will be responsible for knowing them and for carrying them out when required.

1. The objective of the Emergency Response Procedure is to provide that at least five (5) officers -- with available ERT officers as primary responding officers -- respond within sixty (60) seconds to each of two (2) simultaneous Signal 13 (Officer in Trouble) Emergencies in two (2) housing units in the same pod. The Department and PGCOA pledge their cooperation to achieve this objective.

2. Emergency drills will be conducted (including fire drills) on each shift at least once a week. Following each drill a summary evaluation of the drill indicating the time and location of the test, the officers responding, the time it took to complete the drill, the objectives of the drill and whether the objectives were met, will be made, and copies of these summary evaluations will be furnished to PGCOA. Signal 13 Emergency drills shall be conducted at least three (3) times per month, per shift.

3. The Administrator of Security and the PGCOA President or designee shall coordinate in the timing, the execution and the summary evaluation of at least one (1) Signal 13 Emergency drill per shift, per month.

4. In the event that the Signal 13 objective is not accomplished on two (2) consecutive or two (2) out of any three (3) drills per shift, the safety officer and PGCOA shall each provide the other a written opinion as to the reasons for the drill failure within three (3) days of the last drill. The Labor-Management Committee will then meet in special session within three (3) days of the reports to discuss and implement immediate corrective measures.

## ARTICLE 22 -- WAGES

### A. Cost of Living Increases

1. Fiscal Year 2008. Effective the first full pay period beginning on or after August 5, 2007, employees covered by this Agreement will receive a two and one-half percent (2.5%) increase in their base hourly rates of pay.

2. Fiscal Year 2009. Effective the first full pay period beginning on or after August 3, 2008, employees covered by this Agreement will receive a three percent (3%) increase in their base hourly rates of pay.

### B. Merit Increases

1. Fiscal Year 2008. Employees covered by this Agreement who are otherwise eligible to receive a three and one-half percent (3 1/2%) merit increase during the period from July 1, 2007 through June 30, 2008, will receive a merit increase.

2. Fiscal Year 2009. Employees covered by this Agreement who are otherwise eligible to receive a three and one-half percent (3 1/2%) merit increase during the period from July 1, 2008 through June 30, 2009, will receive a merit increase.

C. 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:

1. Effective June 30, 2001, Master Corporals and Master Sergeants will receive a two percent (2%) increase in base pay. Effective July 1, 2005, a Corporal or Sergeant who becomes

a Master Corporal or Master Sergeant, as described above, will receive a two percent (2%) increase in their base rate of pay and move to Grade D-24 (Master Corporal) or Grade D-26 (Master Sergeant) as applicable. Current Master Corporals and Master Sergeants will also be moved on said date to Grade D-24 or Grade D-26 as applicable.

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

3. Employees covered by this Agreement and hired before July 1, 2001 will keep the anniversary dates that they held on July 1, 2001 for as long as they are continuously employed. Employees hired on or after July 1, 2001 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Employees hired (promotion, demotion, transfer, new hire) on or after July 1, 2003, will have as their anniversary dates the dates of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

4. Effective July 1, 2005 the minimum and maximum rates will be increased by two and one-half percent (2 1/2%). On July 1, 2006, the minimum and maximum rates will be increased again by two and one-half percent (2 1/2%).

5. Effective July 1, 2005, each employee will receive a wage scale adjustment increase of two and one-half percent (2 1/2%). On July 1, 2006, each employee will receive another wage scale adjustment increase of two and one-half percent (2 1/2%).

6. Effective July 1, 2008, the maximum rates will be increased by three and one-half percent (3 1/2%). Increases will be applied effective with the employee's anniversary date falling within FY09 (i.e., July 1, 2008 through June 30, 2009).

## **ARTICLE 23 -- HEALTH AND LIFE INSURANCE COVERAGE**

A. In Calendar Year (CY) 2008, the County shall contribute seventy-four percent (74%) to the cost of the County's point-of-service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-six percent (26%).

In CY09, the County shall contribute seventy-three percent (73%) to the cost of the County's point-of-service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).

B. In CY08, the County shall contribute seventy-nine percent (79%) 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-one (21%).

In CY09, the County shall contribute seventy-eight percent (78%) 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-two (22%).

C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. In CY08, the Employer shall contribute eighty nine percent (89%) to the County's deductible prescription drug and vision care programs for any employee and retiree (who retire on or after July 1, 1996) who elect to participate in either program. The participating employee/retiree shall contribute the remaining eleven percent (11%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

In CY09, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee and retiree (who retire on or after July 1, 1996) who elect to participate in either program. The participating employee/retiree shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

E. The changes in premium contribution percentages (in A, B and D) will not become effective unless and until collective bargaining agreements and/or necessary resolutions are approved by the County Council in effect providing that such changes are effective for all County employees. Changes will not be retroactive.

F. Two dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the plans.

G. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

H. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account.

I. Life Insurance. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

J. Accidental Death Insurance. Effective July 1, 2001, the accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000.00) to the designated beneficiary of an employee whose death results from an accident on or off the job.

K. Life Insurance for Retirees. For Correctional Officers who retire on or after July 1, 1999, the County-provided life insurance benefits of up to one hundred thousand dollars (\$100,000.00) will not be reduced until the retiree attains age sixty (60). At that time the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the life insurance benefit by fifteen percent (15%) on the first day of the calendar month or next following the date of the retiree's attainment of age sixty (60). On each of the next four (4) anniversaries, the retiree's insurance will be reduced by the same dollar amount.

L. Retiree Payment. Retirees shall receive a one-time distribution of a thirteenth (13<sup>th</sup>) check for five hundred dollars (\$500.00) in Fiscal Years 2008 and 2009. The PGOA took a COLA delay to offset the cost of this.

**ARTICLE 24 -- UNIFORMS AND PHYSICAL CONDITIONING**

A. In order to foster the professional image of Prince George's County Correctional Officers, employees covered by this Agreement shall report for duty in uniforms that are clean and neat in appearance. New employees shall receive an original uniform issue (except shoes). The original uniform issue shall consist of:

- 3 Long sleeve shirts
- 3 Short sleeve shirts
- 1 Pair dress pants
- 5 Pair summer pants
- 1 Belt
- 1 Lightweight jacket
- 1 Jacket with lining
- 1 Raincoat
- 1 Winter hat
- 1 Necktie
- 1 Tie clasp
- 1 Pair handcuffs
- 1 Handcuff holder
- 1 Radio holder
- 2 Badges
- 2 Name tags
- 1 Dress blouse
- 2 Glove pouches
- 1 Dress hat and hat badge
- 1 Scan Pen

For K9/ERT:

5 BDUs

For Regional Processing:

5 Blue Utility Uniforms

Effective July 1, 2005, the County will provide a ballistic stab vest for each officer assigned to the Regional Processing Center, K-9, ERT, Reception and Transport offices. These vests may be purchased as necessary for new issue or replacement due to established standards (normal wear and or expiration pursuant to applicable Law Enforcement/ Industry standards).

B. Thereafter, employees are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the cost of this responsibility, during Fiscal Year 2008, the County will provide one thousand two hundred fifty dollars (\$1,250.00) to each unit member for the procurement, care and upkeep of uniforms. For Fiscal Year 2009, the uniform allowance will be one thousand three hundred dollars (\$1,300.00). Unless otherwise noted, this allowance will be paid in July of each fiscal year and is 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. Uniforms damaged in the line of duty will be replaced in accordance with Departmental policy.

C. Following enactment of the contract, the Labor-Management Committee, provided for in Article 34 of the Agreement, will set as an agenda item the development of a proposed Departmental Policy on Physical Fitness for uniformed Correctional Officers. The policy shall include, but not be limited to, the following:

1. The standards of physical fitness and performance which all Prince George's County Correctional Officers may be required to meet.

2. The frequency that officers may be required to demonstrate their ability to meet those standards.

3. Reasonable program(s) to be made available to officers to regain and/or maintain their physical fitness at or above the prescribed level.

4. A system of rewards and incentives to prompt individual officers or teams of officers to strive for and achieve high levels of physical fitness.

D. The parties also agree that employees who are covered by this Agreement will participate in the Department's physical conditioning program when it is made available, which should be in place by January 1, 1997, unless excused from participation for valid medical reasons. In order to defray employee expenses associated with the program, employees covered by the Agreement will receive a physical conditioning supplement of two hundred seventy-five dollars (\$275.00) in Fiscal Year 2004. For Fiscal Year 2005, the physical conditioning supplement will be increased

twenty-five dollars (\$25.00) to three hundred dollars (\$300.00). Unless otherwise noted, this supplement will be paid in July of each fiscal year and is 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.

E. Employees covered by this Agreement may purchase any authorized uniform equipment for usage or wear exclusive of shoes or weapons, utilizing their uniform allowance. The Department will in good faith work to ensure that any item purchased or ordered will be available for delivery within ninety (90) calendar days or sooner if possible. This ninety (90) day provision is not subject to arbitration. The Department will pursue with the vendors, as needed, any necessary arrangements that will help to create a more efficient timetable regarding uniform/equipment delivery.

### **ARTICLE 25 -- OVERTIME COMPENSATION**

A. 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.

B. Overtime will be paid in fifteen (15) minute increments for each quarter (1/4) hour in which the employee works more than five (5) minutes with the exception of the quarter (1/4) hour following shift change, where the quarter (1/4) hour will be paid if the employee works more than ten (10) minutes.

C. In addition, any employee who works overtime immediately before or immediately following his/her 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.

D. 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.

E. There shall be no pyramiding of overtime or other premium rates (i.e. shift differential); that is, only one (1) overtime or premium rate will be paid for the same hours worked.

### **ARTICLE 26 -- SHIFT DIFFERENTIAL**

A. Effective the first full pay period beginning on or after July 1, 2005, a shift differential of two dollars and forty cents (\$2.40) per hour shall be paid for all time worked on the first shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) and on the third shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee who works those shifts. Effective the first full pay period beginning on or after July 1, 2006, that rate will be increased to two dollars and

fifty cents (\$2.50) per hour.

B. The shift differential provided herein is 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 27 -- COURT TIME COMPENSATION**

If, as a result of official actions taken during the normal course of employment with the Department, an employee covered by this Agreement is required to appear in Court while off duty, the employee will be paid a minimum of three (3) hours pay at the overtime rate.

#### **ARTICLE 28 -- CALL BACK PAY**

A. 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/her off-duty hours shall be paid a minimum of three (3) hours at the applicable overtime rate of pay or five (5) hours of compensatory time, at the employee's discretion. This provision shall not apply to administrative hearings or disciplinary procedures, except as provided otherwise in the following paragraph. However, Management will attempt to schedule such hearings and/or procedures during the duty hours of the employee or at a mutually agreeable time.

B. When an officer is required by the Department to appear as a witness on behalf of the Department at an administrative hearing or disciplinary proceeding, including a trial board, 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 time and one-half (1 1/2) rate for the time the officer is required by the Department to appear. When the Department requires an officer to attend an administrative hearing or disciplinary proceeding, including 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.

#### **ARTICLE 29 -- HOLIDAY OBSERVANCE AND PAY**

A. 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, except as follows:

1. The Friday after Thanksgiving (Employee Appreciation Day) will also be recognized and observed as a holiday for the employees covered by this Agreement.

2. Employees covered by this Agreement who are assigned to the Bureau of Security shall

observe the following holidays on their traditional dates of observance listed below:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	January 15
Washington's Birthday	February 22
Correctional Officer Memorial Day	1st Sunday in May
Independence Day	July 4
Columbus Day	October 12
Veterans Day	November 11
Christmas Day	December 25

B. When an employee's regularly scheduled day off coincides with the day of holiday observance, the employee shall receive another day off.

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

D. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled day off shall be paid for all hours worked at the overtime rate. In addition, the employee shall receive another day off.

E. For officers who work on Correctional Officer Memorial Day, 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 (1/2) of the number of hours worked. When the employee's regularly scheduled day off coincides with the day Correctional Officer Memorial Day is observed, the employee shall be given another day off in compensatory leave.

### **ARTICLE 30 -- ACTING PAY**

A. When an employee is assigned by Management to work on a continuous basis in an acting capacity involving supervisory responsibility above their rank for a period greater than four (4) consecutive working days, he/she shall be paid at ten percent (10%) above the employee's current salary or the minimum necessary to place the employee at the entry level rate immediately above his/her rank, whichever is greater, and shall continue to be paid at that rate until relieved.

B. When any Sergeant, Lieutenant or Captain in the Bureau of Security is absent from work, the Department will assign where feasible an officer of equal rank to that capacity. If that is not feasible the Department will assign an officer of lower rank to act in that capacity. When an employee acts as a Sergeant, Lieutenant or Captain in the Bureau of Security for more than a total of eight (8) days in any two (2) consecutive pay periods, he/she shall be paid for all

subsequent hours worked in such a capacity 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 of the supervisory level immediately above his/her rank. The officer shall receive acting pay for the hours worked in such a capacity until the officer has not been assigned to replace a Sergeant, Lieutenant or Captain for a period of four (4) consecutive working days.

### **ARTICLE 31 -- TEC PAY**

For Fiscal Year 2006, all employees covered by this Agreement and permanently assigned to duties as canine officers, to ERT duties, to duties as hostage negotiators or regional processing officers, CISM team members and permanently assigned transport officers will receive an annual TEC supplement in the amount of four hundred fifty dollars (\$450.00). For Fiscal Year 2007, the TEC supplement will be increased to five hundred dollars (\$500.00). Unless otherwise noted, this sum will be paid in July of each fiscal year and is 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. Employees permanently assigned to bilingual (translation) duties will be eligible to receive eight hundred dollars (\$800.00) per year upon passing a language proficiency examination administered by the Foreign Service Institute (State Department). This sum will be paid in July of each fiscal year and is 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 32 -- TRAINING**

A. Both the County and PGCOA recognize that training of Correctional Officers is necessary for the proper performance of their duties. Accordingly, the Department will provide its Correctional Officers with sufficient training that will enable them to meet or maintain the standards for certification mandated by the Maryland Correctional Training Commission.

1. Field Training Officer (FTO) Compensation

Employees covered by this Agreement who are assigned as Field Training Officers will receive forty (40) hours of compensatory time per academy class. In addition, a minimum of three (3) FTO Sergeants per shift will receive forty (40) hours of compensatory time per academy class.

B. Before probationary employees are assigned to a regular post, they will receive pre-service training in the following:

1. Principles and Dynamics of Direct Supervision Jails;
2. Interpersonal Communication Skills (IPC);
3. Legal Issues and the Use of Force;
4. Officer Conduct and Dress Codes;
5. CPR (Cardiopulmonary Resuscitation);

6. First Aid; and,
7. Airborne and infectious diseases.

C. During their probationary period, Correctional Officers must complete the Department's new officer training program, including the minimum training required by the Maryland State Training Commission.

D. After receiving pre-service training, a new officer will receive on-the-job training, during which the officer will be assigned to shift work at representative duty stations (posts) under the supervision of a trained officer to gain practical experience in carrying out the typical duties and responsibilities of the job.

E. The parties will establish a standing Training Subcommittee of the Labor-Management Committee for the purposes of making training needs assessments, making recommendations for training programs, and evaluating the training program for employees covered by this Agreement. Members of the Training Subcommittee will be the Deputy Director and Training Coordinator of the Department of Corrections, two (2) permanent designees of PGCOA, and the Training Director of the County Office of Personnel and Labor Relations.

F. Correctional Officers will be scheduled to attend annual training for firearms requalification during on-duty hours or will receive hour for hour compensatory leave if the officer attends on his/her own time for qualification or requalification.

G. Employees covered by this Agreement who are assigned as Training Instructors will receive one (1) hour of compensatory time for each class taught.

### **ARTICLE 33 -- P&P MANUAL**

Copies of the Policy and Procedures (P&P) Manual shall be made available for employees' use, and each Zone Commander and each regional processing site will have one. Each Manual will be kept up to date by the respective Shift Two Zone Commander and the respective Regional Processing Supervisor. The Department will provide PGCOA with two (2) copies of the P&P Manual.

### **ARTICLE 34 -- LABOR-MANAGEMENT COMMITTEE**

A. The Director of the Department of Corrections or their designee, and the President of the Prince George's Correctional Officers' Association or their designee, will select no more than five (5) employees each who shall participate on a Labor-Management Committee. Four (4) employees with at least one (1) employee from Bargaining Units One/Two/Three and one (1) additional employee will represent the Civilian Employees for PGCOA. For the Department, there will be at least one (1) officer from each rank of Major and Captain as well as a minimum of one (1) employee to address civilian matters. The Committee will be co-chaired by the Deputy Director, Bureau of Operations or their designee and the President of the PGCOA or

their designee. The Committee may meet as issues arise so that they may be addressed in a timely manner or on the call of either co-chair, but not less than once every six weeks unless so agreed by the parties. The parties shall give each other seven (7) days advance written notice of items they wish to have placed on the agenda. Reasonable administrative leave will be granted to attend such meetings.

B. All operational issues should attempt to be resolved and/or a course of action suggested during these Committee meetings. If no resolution is possible, at that time, or other major issues need to be addressed, recommendations from the Labor-Management Committee will be forwarded to the Deputy Director, Bureau of Operations and the PGCOA President, if they did not initiate them or if they cannot resolve the issues of the Committee. They will both review and forward recommendations to the Director for consideration. The Director will respond within sixty (60) days.

### **ARTICLE 35 -- ANNUAL LEAVE**

A. Effective with the September 1, 2001 leave window period, the Department will make reasonable efforts to permit at least seven (7) employees from Unit One and two (2) employees from Unit Two per shift to be off on annual leave at any one time. During peak vacation periods, that is, from seven (7) days prior to Memorial Day through seven (7) days after Labor Day and seven (7) days prior to Thanksgiving through January 15, the Department will make reasonable efforts to permit at least ten (10) employees from Unit One and two (2) employees from Unit Two per shift to be off on annual leave at any one (1) time. Unit Two employees (Sergeants) will be allowed one additional person off on annual leave, that is for a total of three (3), on Tuesdays, Wednesdays, and Thursdays during peak and non-peak periods.

B. In order to assist employees in planning their annual leave use, the Department will maintain and update a master schedule of approved leave for the next six (6) months. The Department will accept written requests for annual leave.

C. Submissions will be made between the first (1st) and the tenth (10th) day of the months of December, March, June, and September. Leave requests will be acted upon by the twentieth (20th) of the month. The June leave window submission period will be extended to January 15th.

D. An employee will not be entitled, based on seniority, to use more than a total of one hundred twenty (120) hours of annual leave during both peak periods combined, with no more than eighty (80) during any one leave period. Additional leave will be granted after the leave window submission period based on seniority, first-come, first-served basis.

E. The Department will make reasonable efforts to resolve pending annual leave requests on the basis of departmental seniority.

F. 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.

G. An employee whose vacation approval is canceled will be reimbursed by the Employer for the costs of any reservations he/she made after the approval of his/her 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 selection will not reduce the otherwise available leave slots.

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

I. Annual Leave Accumulation and Carryover

1. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave).

2. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in subsection 1., above.

3. Effective beginning with the 1997 leave year, employees who are over the three hundred sixty (360) hours limit at the end of that leave year will be able to convert any annual leave in excess of three hundred sixty (360) hours to new sick leave. Effective July 1, 2000, the Comprehensive Pension Plan will be modified to provide that new sick leave converted from annual leave, up to a combined total for each Correctional Officer of one thousand forty (1,040) hours of annual leave and new sick leave may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit. *[See also Section 8 of Article 43, below]*

## **ARTICLE 36 -- SICK LEAVE**

A. 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 exception:

Requests for sick leave because of illness which incapacitates the employee must be made as far in advance as possible, but, under normal conditions, not later than one (1) hour before the scheduled starting time of the employee's work shift.

B. 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. For the purposes of this Agreement, reasonable cause shall be defined as:

1. The employee is under a sick leave letter;

2. An established, documented pattern that shows leave abuse is apparent, that is, habitual sick leave absences on the employee's Mondays, Fridays, or immediately before or after the employee is scheduled for approved leave, and/or the days immediately before and/or after the holidays; or

3. When credible information is obtained or developed by the on-duty supervisor that the employee is misusing or abusing sick leave, for example, a situation where sick leave is utilized on a day when annual leave or compensatory time was requested and denied with reason; employee calls in sick and supervisor contact is negative, for the duration of the employee's shift.

C. An incentive program to reduce sick leave abuse will be referred to the Labor-Management Committee for study and to make recommendations on a program to the Director. Before a program is implemented, a secret ballot election for the employees covered by this Agreement will be conducted in conjunction with the distribution of paychecks, and implementation will depend on an affirmative vote of the majority of those voting.

D. Family Medical Leave Act (FMLA)

Employees covered by this Agreement are entitled to FMLA as provided in the County Personnel Law.

### **ARTICLE 37 -- SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION**

A. Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, be liquidated in the following manner:

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8).

2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.

3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

a. Upon separation from employment, employees who have elected to participate in the new comprehensive pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR for up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater.

b. Any remaining amount would be applied toward retirement credit in the comprehensive plan up to the maximum benefit allowed under the plan.

B. Upon separation from employment, employees who have elected to remain with the Maryland State Retirement Systems (MSRS) and the County Supplemental Plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.

C. Upon separation from employment for non-disciplinary reasons, eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year in an amount equal to the total number of unused sick leave hours multiplied by one-half (1/2) of the employee's base hourly rate of pay as of the date of separation, but not to exceed the highest rate of pay of a correctional officer lieutenant in January, 2001 -- that is, \$32.6534 per hour. However, if a Correctional Officer with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash out of unused accumulated sick leave as of the end of the 1996 leave year.

D. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan.

E. Correctional Officers whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph C above.

F. For individuals who chose to remain in the MSRS plan and the County Supplemental Plan, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate.

G. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

### **ARTICLE 38 -- BEREAVEMENT LEAVE**

Bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first twenty-four (24) hours of bereavement leave taken upon the death of a family member will be administrative leave rather than sick leave. The term "family" shall include the employee's spouse, child (including biological, adopted, foster, step-child, or legal ward), parent, parent-in-law, grandparent, grandchild, brother or sister.

**ARTICLE 39 -- DISABILITY LEAVE**

The Department will designate a member of Management to make an initial determination as to whether an injury qualifies for disability leave. Specifically, where an employee claims injury on the job (all hours working, including breaks, will be considered) and is unable to work, Management will make an initial determination through investigation as soon as possible but not later than ten (10) working days after the claim was made. In cases where injury on the job is clearly indicated, the employee will be placed on disability leave immediately. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but will be back charged sick or annual leave for the period of time the employee was on disability leave. In cases where injury on the job is not clearly indicated, the process outlined in Administrative Procedure 284 (Administration of Employee Leave) will be followed.

**ARTICLE 40 -- PERSONAL LEAVE**

Beginning in the 2002 leave year, thirty-two (32) hours of paid personal leave per leave year -- including the four (4) hours granted in lieu of the former General Election Day holiday -- 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 41 -- ADDITIONAL LEAVE PROVISION**

A. 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 3:00 p.m. to 11:00 p.m. shift and the 11:00 p.m. to 7 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 7:00 a.m. to 3:00 p.m. shift shall be granted compensatory time, hour for hour, from the time of closing to 3:00 p.m. For purposes of this Article, the County workday will be considered ended at 5:00 p.m.

B. 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.

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

D. If the County declares a State of Emergency on the weekend, then employees covered by this agreement will receive hour for hour compensatory time for each hour worked.

## **ARTICLE 42 -- SUPPLEMENTAL RETIREMENT BENEFIT**

### A. Section 1. Benefit Accrual and Amounts

1. Effective July 1, 1990, employees covered by this Agreement shall commence participation in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program is determined as follows:

a. Benefit accrual is at the rate of six-tenths of one percent (0.6%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 5.

b. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is fifteen percent (15%) of the employee's average annual compensation, as determined pursuant to Section 5.

### B. Section 2. Vesting

#### 1. Minimum Continuous Service Requirements

No employee covered by this Agreement shall be entitled to any benefit described in this Article until the employee has completed a minimum of five (5) years of actual and continuous service as a Correctional Officer for Prince George's County.

#### 2. Vested Benefit

An employee completing the minimum continuous service requirements of subsection 1., above, shall be entitled to receive a monthly benefit as determined pursuant to Section 1.

### C. Section 3. Benefit Payment

The benefit accrued by an employee under either Section 1 or Section 2, above, shall not be payable until the date on which the employee reaches twenty-five (25) years of actual and continuous service or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, or until the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County, whichever occurs later.

D. Section 4. Funding

The cost of funding the supplemental retirement benefit described in this Article will be shared by the employee and the County through regular contributions each pay period. The County shall contribute seventy-five percent (75%) of the total cost of providing the employee's benefit, and the employee shall contribute, through payroll deduction, the remaining twenty-five percent (25%). In addition, effective July 1, 1995, the employee contribution for employees hired before July 1, 1995 will be increased by an amount equal to one percent (1%) of the employee's annual salary and the employer contribution will be decreased accordingly. Effective July 1, 1995, the contribution for employees hired on or after July 1, 1995 will be increased by an amount equal to two percent (2%) of the employee's annual salary, and the employer contribution will be decreased accordingly. Effective July 1, 1999, the contribution for all employees will be increased by one-half of one percent (1/2%) of the employee's annual salary, and the employer contribution will be decreased accordingly. The cost of funding the plan enhancement which takes effect on July 1, 2003, shall be shared by the employee and the County through regular contributions each pay period. The County shall contribute twenty-five percent (25%) of the total cost of providing this plan enhancement, and the employee shall contribute, through payroll deduction, the remaining seventy-five percent (75%).

E. Section 5. Definitions

1. Actual Service means service while employed as a Correctional Officer of Prince George's County.

Actual Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in a Memorandum of Understanding of the twenty-fifth (25th) day of September, 1990.

2. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

3. Compensation means the basic compensation actually received by an employee for service rendered as a Correctional Officer for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. Continuous Service means the most recent unbroken period of employment as a Correctional Officer for Prince George's County. Continuous Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in a Memorandum of Understanding of the twenty-fifth (25th) day of September, 1990.

F. Section 6. Hold Harmless Provisions For Supplemental Retirement and Leave Payout

1. Fiscal Year 1992 COLA. For any employee covered by this Agreement who retires after July 1, 1991, "Average Annual Compensation" as that term is defined in Section 5 (Definitions), above, will be calculated as if the employee had received the seven percent (7%)

cost of living increase set forth under Article 22 (WAGES), paragraph C (Fiscal Year 1992) of the original Agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

2. Fiscal Year 1994 Merit. For any employee covered by this Agreement who retires after July 1, 1993, "Average Annual Compensation" as that term is defined in Section 5 (Definitions), above, will be calculated as if the employee had received any step increase the employee would otherwise have received during the first year of this Agreement but for the deferral of such step increase. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

G. Section 7. Supplemental Retirement Benefit Plan Modifications Effective June 30, 1993

1. Effective June 30, 1993, the benefit accrual rate in Section 1 above shall be increased from 0.6% to 0.8% per year for up to twenty-five (25) years of service for an increase in normal benefit from fifteen percent (15%) to twenty percent (20%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of twenty-five percent (25%).

2. Effective June 30, 1993, in order to be eligible to begin receiving his or her supplemental retirement benefit pursuant to this Article, an employee will no longer have to wait until the date on which the employee reaches twenty-five (25) years of actual and continuous service or the date on which the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County. Rather, effective on or after said date, an employee will have the option of receiving his or her retirement benefit accrued pursuant to Sections 1 and 2 as amended by Section 7.1 above, as of the date he or she reaches age sixty (60). This new eligibility rule will be an option for each employee, and an employee will continue to have the option of receiving his or her supplemental retirement benefit as of the date he or she satisfies the twenty-five (25) year service requirement identified in Section 3 above regardless of age.

H. Section 8. Supplemental Retirement Benefit Plan Modifications Effective January 1, 1999

Effective January 1, 1999, the benefit accrual rate in Section 7 above shall be increased from 0.8% to 1% per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty percent (20%) to twenty-five percent (25%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty percent (30%).

I. Section 9. Supplemental Retirement Benefit Plan Modifications Effective July 1, 1999

Effective July 1, 1999, the benefit accrual rate in Section 8 above shall be increased from 1% to 1.2% per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty-five percent (25%) to thirty percent (30%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty-five percent (35%).

J. Section 10. Supplemental Retirement Benefit Plan Modifications Effective July 1, 2003

Effective July 1, 2003, the benefit accrual rate in Section 9 above shall be increased from one and two-tenths percent (1.2%) to one and three-tenths percent (1.3%) per year for up to twenty-five (25) years of service for an increase in normal benefits from thirty percent (30%) to thirty-two and one-half percent (32.5%). Additional benefits may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) to one and twenty-five hundredths percent (1.25%) per year for a total maximum benefit increase from thirty-five percent (35%) to thirty-eight and three-quarters percent (38.75%).

K. Section 11. IRS Pickup Plan

1. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 4 (Funding) hereof. Such amounts:

a. are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;

b. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

c. shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

d. shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

2. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

L. Section 12. Plan Booklets

Within one hundred twenty (120) days of the effective date of the Council Bill to approve this Agreement, the Pension Plan document will be restated to include negotiated changes in the Pension Plan. The Plan document will be printed in booklet form and fifty (50) copies of the booklet will be made available to plan participants through PGCOA. The cost of printing this booklet will be borne by the County. New participants will be issued a copy of the Plan booklet by PGCOA.

## **ARTICLE 43 – COMPREHENSIVE RETIREMENT BENEFIT**

### **A. Section 1. Establishment of the Plan**

1. Employees covered by this Agreement may elect to commence participation in the Comprehensive Correctional Officer Pension Plan (the Plan) (established by amending the Supplemental Retirement Benefit Plan) in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan described in Sections 1 through 12, above. The Plan is effective July 1, 1996. Establishment of the Plan is contingent on approval of the Plan by the County Council and the State and is also contingent on the transfer of the appropriate assets from the State Retirement/Pension Systems to the County.

2. The parties agree to establish a Pension Implementation Committee to monitor the progress in the implementation of the new Correctional Officer Pension Plan. The Committee will be comprised of equal members from the County and PGCOA (at least one member from each bargaining unit). The Committee will meet at least quarterly but more frequently if necessary.

### **B. Section 2. Benefit Accrual and Amounts**

#### **1. Normal Benefit - 60% Retirement at 20 Years of Service**

(a) Normal Benefit accrual is at the rate of two percent (2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below. Additional benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-one percent (61%).

(b) Effective January 1, 1999, Normal Benefit accrual is at the rate of two and two-tenths percent (2.2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-six percent (66%).

(c) Effective July 1, 1999, Normal Benefit accrual is at the rate of two and forty-four hundredths percent (2.44%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty-two and one-half (22 1/2) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be

earned for years after twenty-two and one-half (22 1/2) through twenty-five (25) at the increased accrual rate of two percent (2%) per year for a normal retirement benefit of sixty percent (60%). Further benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of one and two-tenths (1.2%) per year. The maximum benefit payable is sixty-six percent (66%).

(d) Effective July 1, 2001, Normal Benefit accrual is at the rate of two and six tenths percent (2.6%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Correctional Officer, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of fifty-two percent (52%). Additional benefit accrual may be earned for years after twenty (20) through twenty-five (25) at the increased accrual rate of two and eight tenths percent (2.8%) per year for a normal retirement benefit of sixty-six percent (66%). Further benefit accrual may be earned for years twenty-six (26) through thirty (30) at the increased accrual rate of one-percent (1%) per year. The maximum benefit payable is seventy-one percent (71%).

(e) Effective July 1, 2003, Normal benefit accrual is 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 Correctional Officer, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 9 below, for a normal retirement benefit of sixty percent (60%). Additional benefit accrual may be earned after twenty (20) years through thirty (30) years at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is eighty-five percent (85%).

### C. Section 3. Disability Benefit

#### 1. Job Related

The benefit for a job related disability is fifty percent (50%) of the employee's average annual compensation, as determined pursuant to Section 9 below. Effective June 30, 2001, the benefit for retirement resulting from a job-related disability will be sixty percent (60%).

#### 2. Non-Job Related

The benefit for a non-job related disability is twenty-five percent (25%) of the employee's average annual compensation, as determined pursuant to Section 9 below. To be eligible for the benefit, the employee must have completed five (5) years of actual and continuous service as a Prince George's County Correctional Officer. Effective June 30, 2001, the benefit for retirement resulting from a non-job related disability will be thirty percent (30%).

#### 3. Joint and Survivor Option

Employees who retire on a disability pension may elect a reduced joint and survivor pension.

D. Section 4. Cost Of Living (COL) Increases

1. In January of each year, beginning in January, 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund."

2. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in Section 4.3 below.

3. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to Section 4.1 above, provided:

(a) Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.

(b) The maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month.

(c) No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten dollar (\$10.00) benefit increase.

4. Any amount in the "post-retirement increase fund" described in Section 4.1 above, in excess of the amount necessary to fund the maximum permanent retirement increase described in Section 4.3.b. above, or less than an amount necessary to provide the minimum benefit described in Section 4.3.c. above, will be transferred (returned) to the general pension fund assets.

5. The phrase "actuarially calculating the lifetime benefit" in Section 4.3 above, means that the Plan's actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

E. Section 5. Vesting

1. Minimum Continuous Service Requirements

No employee covered by this Agreement shall be entitled to a normal benefit provided by the Plan until the employee has completed a minimum of five (5) years of actual and continuous service as a Correctional Officer for Prince George's County.

## 2. Vested Benefit

An employee completing the minimum continuous service requirements of Section 5.1 above, shall be entitled to receive a monthly benefit as determined pursuant to Section 2.1 above.

### F. Section 6. Benefit Payment

1. The benefit accrued by an employee under either Section 2.1 or Section 5 above, shall not be payable until the latest of the following:

(a) the date on which the employee reaches either twenty (20) years of actual and continuous service or age fifty-five (55), whichever occurs earlier; or,

(b) the date on which the employee either reaches age fifty-five (55) or would have reached twenty (20) years of actual and continuous service had the employee not separated from service as a Correctional Officer for Prince George's County, whichever occurs earlier; or,

(c) the date on which the employee actually separates from employment as a Correctional Officer for Prince George's County.

### G. Section 7. Funding

The cost of funding the Plan will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 2005 the contribution rate for employees hired before July 1, 1995 shall be twelve percent (12%) of the employee's annual salary. The contribution rate for employees hired on or after July 1, 1995 shall be thirteen percent (13%) of the employee's annual salary. The County shall contribute such amount as are actuarially determined to be necessary to provide for the benefits under the Plan.

### H. Section 8. Purchase of Service with Accrued Leave

Effective July 1, 2001, the Comprehensive Pension Plan will be modified to provide for the purchase of additional months of creditable service after twenty (20) years of service with annual and sick leave (forty (40) hours of annual leave/eighty (80) hours of sick leave to purchase one (1) month of creditable service). *[See also paragraph 3. of Annual Leave Accumulation and Carryover in Article 35 (Annual Leave)]*

### I. Section 9. Definitions

1. Actual Service means service while employed as a Correctional Officer of Prince George's County.

Actual Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in the Memorandum of Understanding executed between the parties pursuant to Article 42, Section 5.1 above.

2. Average Annual Compensation means an amount computed by dividing by two (2) the compensation actually received by an employee during whatever period of twenty-four (24) consecutive months of continuous service will provide the largest total compensation for any such period.

3. Compensation means the basic compensation actually received by an employee for service rendered as a Correctional Officer for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. Continuous Service means the most recent unbroken period of employment as a Correctional Officer for Prince George's County. Continuous Service shall also mean the service for employees covered by this Agreement who are identified to have prior credited service as indicated in the Memorandum of Understanding executed between the parties pursuant to Article 42, Section 5.1 above.

J. Section 10. IRS Pickup Plan

1. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 7 (Funding) hereof. Such amounts:

(a) are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;

(b) shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

(c) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

(d) shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

2. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

K. Section 11. Military Service Credit

1. For the purposes of this section, the definition of "service in the armed forces of the United States" shall be any full-time active or reserve military service in the armed forces or reserve armed forces of the United States.

2. Following the date the legislation to approve this Agreement becomes effective, the comprehensive pension plan will be amended to permit officers to purchase up to two (2) years of military time to be credited after normal retirement at no cost to the Plan. However, military service credited under the State Systems will be credited as actual service toward normal retirement for comprehensive pension plan participants only if the military service was credited to the employee by the State System prior to the employee's transfer to the plan as of June 30, 1996.

3. Effective July 1, 2001, participants, who joined the Comprehensive Pension Plan before they were eligible to receive credit for up to five (5) years of military credit under the State Retirement and Pension System, will be eligible to receive credit toward normal retirement for up to three (3) years of military service (front end); and credit following normal retirement date may be purchased for up to two (2) years of military service (back end).

L. Section 12. Transfer to the Comprehensive Pension Plan

1. Following the date the legislation to approve this Agreement becomes effective, the County will extend its good faith efforts to petition the State to permit correctional officers who elected to remain in the State system another, one-time opportunity to opt out of the State system and to participate in the comprehensive pension plan provided that there is no cost to the County or to the comprehensive pension plan.

2. Further, the County will petition the State system that officers who transferred to the Comprehensive Pension Plan without having applied to the State system for military service credit for which they were already eligible be retroactively granted such credit by the State without additional cost to the County or to the Comprehensive Pension Plan. The County will make a similar request on behalf of officers who transferred to the Comprehensive Pension Plan on July 1, 1996 but who were not then eligible to apply for military service credit, provided such credit is granted by the State without additional cost to the County or to the Comprehensive Pension Plan.

M. Section 13. Heart Disease and Hypertension Presumption

1. For purposes of determining eligibility for line-of-duty disability retirement benefits, any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability shall be presumed to be a service connected disability and to have been suffered in the line of duty and as a result of his/her employment.

2. It is the intention of this section that any employee covered by this Agreement who suffers from a condition or impairment of health caused by heart disease or hypertension receive service connected disability benefits unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

N. Section 14. Pop-back of Benefits

Where the designated beneficiary of a retiree who has elected a reduced joint and survivor

pension benefit predeceases the retiree, the retiree's benefit shall be increased ("pop-back") to the level it would have been had the joint and survivor option never been chosen.

O. Section 15. Retirement Beneficiary Designation

Upon separation due to retirement, all employees covered by this Agreement may choose any beneficiary of their choice.

P. Section 16. Contingent Annuitant

Upon receipt from the Internal Revenue Service of a favorable determination letter, the Pension Plan will be amended to allow a retiree who marries after retirement to reduce his or her retirement benefit and name the new spouse as a contingent annuitant provided there is no actuarial cost to the County and there is sufficient evidence of insurability.

Q. Section 17. Plan Booklets

Within one hundred twenty (120) days of the effective date of the Council Bill to approve this Agreement, the Pension Plan document will be restated to include negotiated changes in the Pension Plan. The Plan document will be printed in booklet form and three hundred fifty (350) copies of the booklet will be made available to plan participants through PGCOA. The cost of printing this booklet will be borne by the County. New participants will be issued a copy of the Plan booklet by PGCOA.

R. Section 18. Lateral Transfers

A lateral transfer formula will be developed for lateral transfers between the Corrections Department and the Sheriff's Department.

**ARTICLE 44 -- ENTIRE UNDERSTANDING**

A. Any agreement made by the parties may be amended only by written agreement signed by the parties.

B. Within ninety (90) days following the effective date of the Council Bill to approve this Agreement, the Contract Document will be printed in booklet form and five hundred (500) copies of the booklet will be made available to members covered by this Agreement through the PGCOA. The cost of printing this booklet will be borne by the County.

**ARTICLE 45 -- SAVINGS AND SEPARABILITY**

It is not the intention of either the County or 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 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 46 -- DURATION AND REOPENER**

A. This Agreement shall become effective on July 1, 2007, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2009.

B. This Agreement shall be automatically renewed from year to year after June 30, 2009 unless either party shall notify the other in writing no later than October 1, 2008 (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 \_\_\_\_\_ day of \_\_\_\_\_, 2008, in Upper Marlboro, Prince George's County, Maryland.

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

FOR PRINCE GEORGE'S COUNTY, MARYLAND

\_\_\_\_\_  
Curtis Knowles  
President

\_\_\_\_\_  
Jack B. Johnson  
County Executive

## ATTACHMENT A – MIN-MAX SYSTEM

### MIN-MAX System:

The MIN-MAX system in effect for all members of the bargaining unit on June 30, 2003 has been replaced by the following modified "MIN-MAX" system on July 1, 2003.

A. Base Pay Rates. The base pay rates for the ranks of Correctional Officer (D21), Correctional Officer First Class (D22), Correctional Officer Corporal (D23), Master Corporal (D24), Correctional Officer Sergeant (D25), Master Corporal (D26) and Correctional Officer Lieutenant (D27) are set forth in the Scheduled Pay Rates effective on the first full pay period beginning on or after July 1, 2007 and thereafter, which can be found in Attachment B:

B. Merit Increases. Effective July 1, 2003, Merit Steps will have the value of three percent (3%). Effective July 1, 2005, Merit Steps will have the value of three and one-half percent (3 1/2%).

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/her 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 percent (3%) from the applicable maximum rate, the employee, upon the satisfactory completion of one (1) additional year service, will have his/her salary rate adjusted to the applicable maximum rate.

C. 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.

D. Anniversary Dates. Employees covered by this Agreement and hired before July 1, 2001, will keep the anniversary dates that they held on July 1, 2001 for as long as they are continuously employed. Employees hired on or after July 1, 2001, will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Employees hired (promotion, demotion, transfer, new hire) on or after July 1, 2003, will have as their anniversary dates the dates of their initial appointment in this bargaining unit and those anniversary dates will not be changed while those employees are continuously employed.

### E. MASTER CORRECTIONAL OFFICER PROGRAM (PROGRAM)

The Program covers promotions to the rank of Corporal. The current rank designations are Correctional Officer, Correctional Officer First Class and Corporal.

1. Correctional Officers hired on or after July 1, 2001 will have a twelve (12) month probationary period from the date of graduation from the academy with test against

standard to advance to Correctional Officer First Class (not dual allocation).

2. Promotion to the rank of Corporal under the Program is based on a candidate's successful completion of a set standard consisting of the performance evaluation and the written examination described in paragraphs 4, 5, and 6, herein.

3. The minimum time-in-grade requirement for eligibility to become a candidate for promotion to Corporal under the Program is twelve (12) months as a Correctional Officer First Class.

4. A performance evaluation is the first component determining eligibility for promotion under the Program. Correctional Officers who have met the necessary time-in-grade requirement and who have elected to become candidates for promotion shall be rated by the department as "Promotable" or "Nonpromotable." A rating of "Promotable" shall qualify a Correctional Officer to take the written promotional examination for the rank of Corporal. A rating of "Nonpromotable" shall render a Correctional Officer ineligible to take the promotional examination and for promotion during the promotional cycle involved.

5. A written examination is the second component determining eligibility under the Program. Examinations under the Program for the rank of Corporal will be administered in April of each year. Correctional Officers First Class with at least one year in grade who are eligible to test for Corporal in April will be promoted in May. Correctional Officers First Class who will have at least one year in grade as of October will be permitted to test in April and will be promoted in November. The written examination scores of Correctional Officers seeking promotion under the Program shall be placed in one of two categories: "Pass" consisting of all examinations with a score equal to or greater than seventy percent (70%), and "Fail" consisting of all examinations with a score less than seventy percent (70%).

6. Candidates who have received an evaluation of "Promotable" and who have achieved a written examination score of seventy percent (70%) or better shall be deemed "qualified" for promotion and will be promoted within thirty (30) days after successfully completing all aspects of the process.

7. Nothing contained in the Program is intended to modify the relationship between the disciplinary process and the promotion process. A candidate who is qualified for promotion under paragraphs 1-6, above, and who is under an investigation which could lead to a disciplinary action shall have his or her promotion held in abeyance pending the final outcome of the disciplinary process. If the Correctional Officer involved is still deemed qualified for promotion after the disciplinary process is completed, the Correctional Officer will be promoted retroactive to the appropriate effective date stated in paragraph 6, above.

8. The parties specifically understand and agree that the willingness of the County to discuss the promotional issues reflected in this Memorandum of Understanding with the PGCOA during bargaining, to include the resolution of those discussions by reference in the Settlement Agreement to which this Memorandum of Understanding is attached, and to enter into this Memorandum of Understanding regarding a Master Correctional Officer Program does not waive or otherwise compromise the County's position that promotional matters constitute

non-mandatory subjects of bargaining.

F. MASTER CORPORAL AND MASTER SERGEANT

1. The job titles of Master Corporal and Master Sergeant: In order to be eligible to receive the designation of Master Corporal or Master Sergeant, the employee must have ten (10) years in grade with a satisfactory performance evaluation of 2.0 or more and with the approval of the Director. This designation shall not be unreasonably withheld; and, if this designation is withheld, a written justification will be provided.

2. Effective June 30, 2001, Master Corporals and Master Sergeants will receive a two percent (2%) increase in their base pay rate.

3. Effective July 1, 2005, a Corporal or Sergeant who becomes a Master Corporal or Master Sergeant, as described above, will receive a two percent (2%) increase in their base rate of pay and move to Grade D-24 (Master Corporal) or Grade D-26 (Master Sergeant) as applicable. Current Master Corporals and Master Sergeants will also be moved on said date to Grade D-24 or Grade D-26 as applicable.

G. LIEUTENANTS

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.

**ATTACHMENT B – SALARY SCHEDULE**

**SALARY SCHEDULE D  
SCHEDULE OF PAY GRADES (D21 - D27)  
PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JULY 9, 2006**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
D21 (Correctional Officer)		
HOURLY	16.6883	28.2289
BIWEEKLY	1335.06	2258.31
ANNUAL	34,712	58,716
D22 (Correctional Officer First Class)		
HOURLY	17.5109	29.6291
BIWEEKLY	1400.87	2370.33
ANNUAL	36,423	61,628
D23 (Correctional Officer Corporal)		
HOURLY	18.3758	31.1003
BIWEEKLY	1470.07	2488.03
ANNUAL	38,222	64,689
D24 (Master Corporal)		
HOURLY	19.2826	32.6422
BIWEEKLY	1542.61	2611.38
ANNUAL	40,108	67,896
D25 (Correctional Officer Sergeant)		
HOURLY	20.2355	34.2637
BIWEEKLY	1618.84	2741.09
ANNUAL	42,090	71,268
D26 (Master Sergeant)		
HOURLY	21.2361	35.9657
BIWEEKLY	1698.89	2877.26
ANNUAL	44,171	74,809
D27 (Correctional Officer Lieutenant)		
HOURLY	22.2870	37.7528
BIWEEKLY	1782.96	3020.22
ANNUAL	46,357	78,526

The hourly rates are the July 1, 2006 rates multiplied by 103%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE D**  
**SCHEDULE OF PAY GRADES (D21 - D27)**  
**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE AUGUST 5, 2007**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
D21 (Correctional Officer)		
HOURLY	17.1055	28.9346
BIWEEKLY	1368.44	2314.77
ANNUAL	35,579	60,184
D22 (Correctional Officer First Class)		
HOURLY	17.9487	30.3698
BIWEEKLY	1435.90	2429.58
ANNUAL	37,333	63,169
D23 (Correctional Officer Corporal)		
HOURLY	18.8352	31.8778
BIWEEKLY	1506.82	2550.23
ANNUAL	39,177	66,306
D24 (Master Corporal)		
HOURLY	19.7647	33.4583
BIWEEKLY	1581.18	2676.66
ANNUAL	41,111	69,593
D25 (Correctional Officer Sergeant)		
HOURLY	20.7414	35.1203
BIWEEKLY	1659.31	2809.62
ANNUAL	43,142	73,050
D26 (Master Sergeant)		
HOURLY	21.7670	36.8649
BIWEEKLY	1741.36	2949.19
ANNUAL	45,275	76,679
D27 (Correctional Officer Lieutenant)		
HOURLY	22.8442	38.6966
BIWEEKLY	1827.54	3095.73
ANNUAL	47,516	80,489

The hourly rates are the July 9, 2006 rates multiplied by 102.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE D**  
**SCHEDULE OF PAY GRADES (D21 - D27)**  
**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE JULY 1, 2008**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
D21 (Correctional Officer)		
HOURLY	17.1055	29.9473
BIWEEKLY	1368.44	2395.79
ANNUAL	35,579	62,290
D22 (Correctional Officer First Class)		
HOURLY	17.9487	31.4328
BIWEEKLY	1435.90	2514.62
ANNUAL	37,333	65,380
D23 (Correctional Officer Corporal)		
HOURLY	18.8352	32.9936
BIWEEKLY	1506.82	2639.49
ANNUAL	39,177	68,627
D24 (Master Corporal)		
HOURLY	19.7647	34.6293
BIWEEKLY	1581.18	2770.35
ANNUAL	41,111	72,029
D25 (Correctional Officer Sergeant)		
HOURLY	20.7414	36.3495
BIWEEKLY	1659.31	2907.96
ANNUAL	43,142	75,607
D26 (Master Sergeant)		
HOURLY	21.7670	38.1552
BIWEEKLY	1741.36	3052.41
ANNUAL	45,275	79,363
D27 (Correctional Officer Lieutenant)		
HOURLY	22.8442	40.0510
BIWEEKLY	1827.54	3204.08
ANNUAL	47,516	83,306

The minimum hourly rates are the August 5, 2007 rates. The maximum hourly rates are the August 5, 2007 rates multiplied by 103.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**SALARY SCHEDULE D**  
**SCHEDULE OF PAY GRADES (D21 - D27)**  
**PRINCE GEORGE'S CORRECTIONAL OFFICERS' ASSOCIATION, INC.**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE AUGUST 3, 2008**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
D21 (Correctional Officer)		
HOURLY	17.6186	30.8458
BIWEEKLY	1409.49	2467.66
ANNUAL	36,647	64,159
D22 (Correctional Officer First Class)		
HOURLY	18.4872	32.3757
BIWEEKLY	1478.97	2590.06
ANNUAL	38,453	67,342
D23 (Correctional Officer Corporal)		
HOURLY	19.4003	33.9834
BIWEEKLY	1552.02	2718.67
ANNUAL	40,353	70,685
D24 (Master Corporal)		
HOURLY	20.3576	35.6682
BIWEEKLY	1628.61	2853.46
ANNUAL	42,344	74,190
D25 (Correctional Officer Sergeant)		
HOURLY	21.3636	37.4400
BIWEEKLY	1709.09	2995.20
ANNUAL	44,436	77,875
D26 (Master Sergeant)		
HOURLY	22.4200	39.2998
BIWEEKLY	1793.60	3143.99
ANNUAL	46,634	81,744
D27 (Correctional Officer Lieutenant)		
HOURLY	23.5295	41.2525
BIWEEKLY	1882.36	3300.20
ANNUAL	48,941	85,805

The hourly rates are the July 1, 2008 rates multiplied by 103.0%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**ATTACHMENT C - PUBLIC EMPLOYEE RELATIONS BOARD (PERB)  
CERTIFICATION LIST**

16 39 0230 83J – December 27, 1983

Unit I - Correctional Officers I, II and III

Unit II – Supervisory Correctional Officers I

16 39 001 21 89W – April 28, 1990

Unit III – Cook I, II; Steward I, II

21 390 00019 99 – September 18, 2000

Unit III – Lieutenants