

**AGREEMENT  
BETWEEN  
THE SHERIFF OF  
FREDERICK COUNTY  
AND FREDERICK  
COUNTY DEPUTY  
SHERIFF'S  
FRATERNAL ORDER OF  
POLICE LODGE NO. 102,  
INC.**

**EFFECTIVE:  
July 1, 2016 – June 30, 2019**

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## **PREAMBLE**

This AGREEMENT, made this 24th day of May 2016, between the Sheriff of Frederick County, Maryland, hereinafter referred to as the "Sheriff" and the Frederick County Deputy Sheriff's Fraternal Order of Police Lodge No. 102, Inc., hereinafter referred to, as the "FOP" shall be effective as of July 1, 2016.

WHEREAS, the Sheriff and the FOP, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

### **ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION**

#### **Section 1.1 - Recognition.**

(a) The Sheriff recognizes the FOP as the exclusive representative of Employees, as defined in Section 1.2 of this Article, for the purpose of negotiating collectively with the Sheriff pursuant to the Annotated Code of Maryland, Courts and Judicial Proceedings Article, § 2-309(l)(5), with respect to wages and benefits.

#### **Section 1.2 - Unit Description.**

(a) The unit shall consist of all full-time Deputy Sheriffs (hereinafter "Employees" "Employee" or "Deputy"), at the rank of Sergeant and below.

### **ARTICLE 2 - VOLUNTARY DEDUCTION OF UNION FEES**

No employee shall be required to join or not join the FOP. Employees in the bargaining unit may submit signed authorization for the Frederick County Government to deduct union fees from their biweekly pay.

### **ARTICLE 3 - COMPENSATION**

#### **Section 3.1 – Wage Adjustments.**

Subject to final approval of the FY17 budget, the existing wage scale will be adjusted, effective July 1, 2016, by the proposed 11% market adjustment, if approved and funded by the Frederick County budget. The attached pay scale, titled FCSO Uniformed Law Enforcement Pay Scale with 11% Market Adjustment effective July 1, 2016 reflects the pay scale if an 11% market adjustment is approved. If the 11% market adjustment is approved and funded, there will be no cost of living adjustment, if one is funded, and no step increases during fiscal year 2017. Employees will remain in the step they were in as of June 30, 2016.

For fiscal year 2018, if County employees are given pay increases or cost of living adjustments in fiscal year 2018, members of the bargaining unit shall be eligible for step increases, if applicable, based on their anniversary date and will be eligible for any cost of living adjustment that is funded to be applied to their current pay scale. It is not now known whether funding for any pay increases or cost of living adjustments for bargaining unit members will be allocated by the County. Unless the County authorizes and approves a budget that includes additional funding for pay increases or cost of living adjustments for bargaining unit members for fiscal year 2018, employees will remain in the step that they were in on June 30, 2017.

For fiscal year 2019, if County employees are given pay increases or cost of living adjustments in fiscal year 2019, members of the bargaining unit shall be eligible for step increases, if applicable, based on their anniversary date and will be eligible for any cost of living adjustment that is funded to be applied to their current pay scale. It is not now known whether funding for any pay increases or cost of living adjustments for bargaining unit members will be allocated by the County. Unless the County authorizes and approves a budget that includes additional funding for pay increases or cost of living adjustments for bargaining unit members for fiscal year 2019, employees will remain in the step that they were in on June 30, 2018.

In the event that the Frederick County decides, either in FY 18 or FY19, to impose any sort of salary reduction or other wage reduction for Frederick County employees, or to impose furloughs for Frederick County employees, then the wages for affected bargaining unit members, as shown on the approved pay scale will be reduced, and furloughs may be effected in accordance with the decisions of Frederick County.

Frederick County plans to conduct a comparative market survey of wages in comparable positions and venues every three years prior to negotiation of the Agreement. This will be conducted for the purpose of competitive analysis and does not, in any way, guarantee an adjustment to the pay scale.

### **Section 3.2. – Overtime/Compensatory Time**

(a) "Tour of duty" means the time during which an Employee is regularly scheduled to work and is considered to be on duty for purposes of determining compensable hours.

(b) Members whose actual work hours exceed 80 hours in a 14-day pay period shall be compensated at the rate of one and one-half times their normal hourly rate for additional hours actually worked. All overtime will be submitted on the approved form for supervisory or command approval or denial. Overtime does not apply to positions designated as exempt in the classification schedule. Leave usage and compensatory time usage do not count as "hours worked" for purposes of determining entitlement to overtime pay.

(c) Employees shall be eligible to accrue and use compensatory time as set forth in Chapter X, Section 17 of the Frederick County Personnel Rules, which is incorporated herein by reference, and in accordance with the procedures contained in Frederick County Sheriff's General Order 22.1.1, "Salary Program" – Section VI, "Compensatory Time".

### **Section 3.3 – Promotions**

Employees who are promoted to a higher rank shall receive an increase in pay in conformance with the approved pay scale.

## **ARTICLE 4- PREMIUM PAY**

### **Section 4.1 - Shift Differential.**

(a) Employees who are scheduled to work a tour of duty which results in 50% of the hours worked falling between 1400 and 0700 hours (2PM-7AM), will be eligible to receive an hourly shift differential equal to five percent (5%) of the Deputy Sheriff's Step 1 base salary. The actual dollar amount will automatically increase when the Deputy Sheriff Step 1 base salary increases.

(b) Shift differential, if applicable, is only payable for those hours that fall between 1400 and 0700 hours, excluding overtime hours.

(c) The Sheriff has the authority to grant shift differential pay outside of these times, at his discretion.

### **Section 4.2 – On Call Pay.**

(a) Employees assigned to the Criminal Investigative Unit, Traffic Unit and FCNU who are placed in an "on call" status shall be compensated at the rate of one hour (straight time) of pay, at the Employee's current rate of pay, per day that the Employee is actually on call.

### **Section 4.3 - Call-in-Pay.**

(a) When an Employee is called in to work outside their regular shift, the Employee will be compensated at the rate of time and one-half for the time actually worked. However, if the time worked is less than two hours, the Employee will receive compensation for two hours at the rate of time and one-half.

(b) When an immediate response to a location/call is required, the Employee's pay begins upon notification of the immediate call-in. In the case of a delayed response, or advance notice of the call-in, the Employee's pay shall start 30 minutes prior to the designated arrival time. However, this call-in pay provision does not apply to Employees who are held over beyond the end of their shift.

#### **Section 4.4 - Court Time.**

(a) When an Employee is required to attend a work related court proceeding, a work related MVA hearing, or summoned to a location to give a work related deposition on a previously scheduled day off, the Employee shall be compensated at the rate of time and one-half for the time actually required to appear and testify. However, if the actual time required is less than two hours, the Employee will receive compensation for two hours at the rate of time and one-half.

(b) When an Employee is required to meet with the State's Attorney's Office or the U.S. Attorney's Office outside of their scheduled work hours, and such meeting has been pre-approved by the Sheriff or his/her designee, the Employee shall be compensated at the rate of time and one-half for the time actually required to appear and testify. However, if the actual time required is less than two hours, the Employee will receive compensation for two hours at the rate of time and one-half. In the event that this court preparation minimum time overlaps with a scheduled court time, only one minimum will apply.

#### **Section 4.5 - Field Training Officer Compensation.**

(a) Employees who are assigned a recruit/lateral and actually perform field training duties for six hours or more in a single day will receive compensation of one half (1/2) hour per day at either the overtime rate of time and one-half in accordance with Section 3.2 of this agreement, or S.O.T., as applicable. Employees who perform field training work less than six hours per day will receive no compensation, except as otherwise determined by the Department in its discretion.

#### **Section 4.6 - Canine Pay.**

The premium pay described in this section will apply to Employees certified as K-9 handlers who are assigned and actually perform K-9 duties.

Handlers will be paid one hour per day for K-9 maintenance, care and training of their assigned partner. This shall be accomplished by the handlers working one hour less than the scheduled full-length shift. On scheduled days off, handlers will receive compensation of one hour per day at either the overtime rate of time and one-half in accordance with Section 3.2 of this agreement, or S.O.T., as applicable.

#### **Section 4.7 - Clothing and Uniform Allowance and Issue.**

(a) The Sheriff shall provide an annual clothing allowance in accordance with the General Order of the Sheriff's Office in effect as of the date of this agreement.

(b) The Sheriff's Office will continue to provide all uniforms and equipment, to include ballistic vests (but not including footwear) to Employees in accordance with policies in effect as of the date of this agreement.

#### **Section 4.8 – Weather and Public Safety Emergencies/Administrative Leave.**

- (a) When Frederick County government closes its offices on a business day due to inclement weather or other similar natural disasters, and/or public safety emergencies, Employees will be eligible to receive both administrative leave (if they are scheduled to work) and regular pay for the hours worked as established in Section 8.10 of the Frederick County Human Resources Policies and Procedures Manual.
- (b) Employees who report to work shall get paid for hours actually worked and will also be paid for administrative leave for their regularly scheduled work hours. If an employee does not report to work, accrued annual, holiday or compensatory leave may be used, at the supervisor's discretion. No administrative leave will be given. If an employee has previously scheduled a day off, administrative leave will not be substituted.
- (c) For the purpose of the Section, all Employees shall be considered essential Employees for public safety emergencies.
- (d) For the purpose of this Section, the Sheriff shall have the discretion to designate essential employees for inclement weather or other similar natural disasters.
- (e) Entitlement to and payment of administrative leave under this Section will at all times be subject to changes in interpretation and administration by Frederick County, as well as be contingent on approval and funding by the County.

#### **Section 4.9 - Death Benefits**

In the event of the death of an Employee, any unpaid salary, wages, holidays, annual leave, or compensatory time shall be paid to a named beneficiary designated by the employee, or in the event no beneficiary has been named, to the personal representative of his/her estate or the parties entitled to the estate, as defined in the General Laws of the State of Maryland pertaining to the distribution of personal property.

#### **Section 4.10 – Union Leave.**

The Sheriff shall annually grant the FOP Eighty (80) hours of paid leave ("FOP Leave") to conduct Lodge business. Usage of union leave by an employee must be approved by the FOP President or his designee and approved by the Division Commander of the employee requesting union leave. "Lodge business" as used in this section means legitimate business activities directly involved in representing bargaining unit members, such as: attending conferences and training, participating in collective bargaining, and meeting with represented employees to discuss collective bargaining matters. It does not include any events or activities that are primarily social, athletic or recreational in nature, or activities that involve the repair, upkeep, maintenance or construction of the Lodge's premises, grounds or buildings.

## **ARTICLE 5 – CONTINUATION OF BENEFITS**

### **Section 5.1 – Continuation of Benefits**

Any benefits not specifically addressed in this Agreement are not guaranteed, and are subject to change at any time without the requirement to negotiate or bargain such changes. Employee wages or benefits not specifically covered by the terms of this Agreement, and employee working conditions, may be unilaterally changed by the Sheriff at any time.

### **Section 5.2 – Continuation of Health Coverage Contribution Ratios**

Frederick County Government offers group medical insurance coverage to its eligible employees and their eligible dependents. The County calculates a dollar amount equal to 85% of the premium cost of each coverage level in the in-network-only health plan, and contributes that dollar amount toward full-time, regular employee coverage in all plans, subject to a minimum employee deduction for each coverage level.

The basis for calculating costs was approved by the County, and any change to the funding formula is subject to the County's approval.

## **ARTICLE 6 – LABOR-MANAGEMENT RELATIONS COMMITTEE**

(a) **Purpose.** The purpose of the Labor-Management Relations Committee ["LMRC"] is to create a committee which proactively identifies and resolves issues which might lead to the filing of a grievance and to engage in good faith discussion to:

1. Resolve issues/problems between the parties;
2. Avoid conflict;
3. Build trust between the parties;
4. Improve the relationships between the parties; and

(b) **Committee Created.** The parties agree to create LMRC which shall consist of four FOP representatives appointed by the President: two Deputies First Class and two who are either Corporals or Sergeants. Two management representatives of the rank of Captain or above will be appointed by the Sheriff. Upon mutual agreement of the parties, a party may bring additional representatives. The parties' representatives will have the authority to affect the purpose of the LMRC.

(c) **Meetings.** The parties agree to meet at least quarterly (additional meetings by mutual agreement) on the 3<sup>rd</sup> Wednesday in January, March, June and September, each year of this agreement (months occurring during term bargaining excepted) from 10:00 a.m. until noon. If a meeting is canceled, a make-up meeting shall take place within thirty (30) days of the canceled date. Meetings will take place at a mutually agreeable location. The parties agree to attend and to remain for the duration of the meeting (a designee with authority from each side at a minimum).

The parties agree to exchange agenda items in writing 13 days prior to the next scheduled LMRC meeting (by 5:00 p.m. on Thursday). Agenda items will be described with reasonable clarity so that the parties may prepare to discuss each issue. Joint minutes will be prepared by the parties and distributed to the LMRC members within thirteen (13) days after the meeting.

(d) **Scope of Committee.** The committee may discuss matters of interest to either party and make recommendations to the FOP and the employer. However, the committee shall have no authority to alter a collective bargaining agreement, to engage in collective bargaining, or to adjust or resolve grievances.

#### **ARTICLE 7 – SAVINGS CLAUSE**

Any Article or Section of this Agreement found to be in conflict with any law, ordinance, statute, or government regulation or declared invalid by decree of a court of competent jurisdiction will be void ab initio and the parties will enter into negotiations for a substitute provision. All other Articles and Sections of this Agreement will remain in full force and effect for the duration of the Agreement.

#### **ARTICLE 8 - NO STRIKE OR LOCKOUT CLAUSE**

##### **Section 8.1 - No Strikes.**

(a) For the duration of this Agreement, the FOP, its officers, representatives, stewards and members, and the employees covered by this Agreement, shall not in any way, individually or concertedly engage in, initiate, sponsor, support, direct, ratify or condone any strike, sympathy strike, sit-down, secondary boycott, which interferes with the operations of the Sheriff's Department, to include but not be limited to the individual or concerted failure to report for duty, willful absence from one's position, stoppage or slowdown of work, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment.

(b) In the event of a violation of this Article, the FOP shall immediately upon learning of such activity, publicly disavow such action by the employees and shall so advise the Sheriff and the employees involved in writing.

(c) In the event of any violation of this Article, the Sheriff, in addition to any other remedy or right provided by Maryland Law, take any or all of the following action he deems necessary in the public interest:

1. Imposition of disciplinary action of employees engaged in such illegal conduct;
2. Termination of the FOP's dues deduction privilege, if any;

3. Revocation of the FOP's exclusive representation certification and disqualification of the FOP from participation in representation elections for a period up to a maximum of two years.

#### **ARTICLE 9 - TERM**

(a) This agreement shall be effective as of July 1, 2016 and remain in full force and effective until June 30, 2019, and thereafter from year to year unless either party gives sixty (60) days written notice to the other prior to June 30, 2019 or subsequent anniversary date, that it wishes to amend, modify or change the agreement.

(b) In the event either party gives written notice to the other as provided in this article and no agreement is reached by the anniversary date, then all the terms and conditions of this agreement shall remain in full force and effect until (1) a new agreement is reached, or (2) either party has given the other an additional five (5) days written notice of desire to terminate this agreement. If notice of desire to terminate this agreement is given, then this agreement shall not bind the parties in any manner and it shall have no legal force or effect. The Sheriff will not be obligated in any manner to maintain the "status quo" created under this agreement or comply with any provision in it.

#### **ARTICLE 10 – MISCELLANEOUS**

(a) This agreement expresses the full and complete understanding of the parties identified as the Sheriff or his designee and the FOP and cancels and supersedes any and all previous agreements and understandings which may have been in effect previously and this agreement may be amended only by agreement of the parties in writing. Each party recognizes that it had full opportunity to bargain for all proposals and to present demands, whether advanced in negotiations or not, and each party waives any rights it may have and each agrees that the other shall not be obligated to bargain collectively with respect to changes in wages, hours, and grievance procedure, whether or not referred to or covered by this agreement, during the term thereof, except as provided in this agreement.

(b) This Agreement constitutes the entire agreement between the parties and there are no further understandings, representations, covenants, or warranties between them other than those set forth herein and those set forth in side letters attached hereto. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement by the parties intended to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement, this 24<sup>th</sup> day of May, 2016.

*Sophia Adams*

FOR THE FREDERICK COUNTY SHERIFF'S OFFICE:

*Charles N. Jacob*  
SHERIFF

FOR THE FOP:

*[Signature]*  
PRESIDENT

FCSO Uniformed Law Enforcement Pay Scale with 11% Market Adjustment  
Effective 7/1/2016

Months of Svc	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7		
Months of Svc	0 - 12			13 - 24			25 - 36			37 - 48			49 - 60			61 - 72			73 - 84		
Grade	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly
Deputy	47,521	1827.720	22.8465	49,659	1909.967	23.8746	51,798	1992.215	24.9027	53,936	2074.462	25.9308	56,074	2156.709	26.9589	58,213	2238.957	27.9870	60,351	2321.204	29.0151
DFC	52,272	2010.470	25.1309	54,624	2100.941	26.2618	56,977	2191.412	27.3926	59,329	2281.883	28.5235	61,681	2372.354	29.6544	64,033	2462.825	30.7853	66,386	2553.296	31.9162
Corporal	57,500	2211.521	27.6440	60,087	2311.039	28.8880	62,675	2410.558	30.1320	65,262	2510.076	31.3760	67,849	2609.595	32.6199	70,437	2709.113	33.8639	73,024	2808.632	35.1079
Sergeant	63,250	2432.695	30.4087	66,096	2542.167	31.7771	68,943	2651.638	33.1455	71,789	2761.109	34.5139	74,635	2870.580	35.8823	77,481	2980.052	37.2506	80,328	3089.523	38.6190
Lieutenant	69,575	2675.947	33.4493	72,705	2796.365	34.9546	75,836	2916.782	36.4598	78,967	3037.200	37.9650	82,098	3157.618	39.4702	85,229	3278.035	40.9754	88,360	3398.453	42.4807
Captain	76,532	2943.542	36.7943	79,976	3076.001	38.4500	83,420	3208.460	40.1058	86,864	3340.920	41.7615	90,308	3473.379	43.4172	93,752	3605.839	45.0730	97,196	3738.298	46.7287
Major	84,185	3237.878	40.4735	87,973	3383.583	42.2948	91,761	3529.287	44.1161	95,550	3674.992	45.9374	99,338	3820.696	47.7587	103,126	3966.401	49.5800	106,915	4112.105	51.4013
Lt.Colonel	92,603	3561.666	44.5208	96,770	3721.941	46.5243	100,938	3882.216	48.5277	105,105	4042.491	50.5311	109,272	4202.766	52.5346	113,439	4363.041	54.5380	117,606	4523.316	56.5414
Chief Deputy	101,864	3917.847	48.9731	106,448	4094.151	51.1769	111,032	4270.454	53.3807	115,616	4446.757	55.5845	120,200	4623.060	57.7883	124,783	4799.363	59.9920	129,367	4975.666	62.1958
Months of Svc	Step 8			Step 9			Step 10			Step 11			Step 12			Step 13			Step Increment		
	Years 8 & 9			Years 10 & 11			Years 12 & 13			Years 14 & 15			Years 16 & 17			Years 18 plus					
Months of Svc	85 - 108			109 - 132			133 - 156			157 - 180			181 - 204			205 +			Step increment is 4.5% of Step 1		
Grade	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly			
Deputy	62,490	2403.452	30.0431	64,628	2485.699	31.0712	66,767	2567.946	32.0993	68,905	2650.194	33.1274	71,043	2732.441	34.1555	73,182	2814.688	35.1836	2,138		
DFC	68,738	2643.767	33.0471	71,090	2734.239	34.1780	73,442	2824.710	35.3089	75,795	2915.181	36.4398	78,147	3005.652	37.5707	80,499	3096.123	38.7015	2,352		
Corporal	75,612	2908.150	36.3519	78,199	3007.669	37.5959	80,787	3107.187	38.8398	83,374	3206.705	40.0838	85,962	3306.224	41.3278	88,549	3405.742	42.5718	2,587		
Sergeant	83,174	3198.994	39.9874	86,020	3308.466	41.3558	88,866	3417.937	42.7242	91,713	3527.408	44.0926	94,559	3636.879	45.4610	97,405	3746.351	46.8294	2,846		
Lieutenant	91,491	3518.870	43.9859	94,621	3639.288	45.4911	97,752	3759.706	46.9963	100,883	3880.123	48.5015	104,014	4000.541	50.0068	107,145	4120.958	51.5120	3,131		
Captain	100,640	3870.757	48.3845	104,084	4003.217	50.0402	107,528	4135.676	51.6960	110,972	4268.136	53.3517	114,415	4400.595	55.0074	117,859	4533.054	56.6632	3,444		
Major	110,703	4257.810	53.2226	114,491	4403.514	55.0439	118,280	4549.219	56.8652	122,068	4694.923	58.6865	125,856	4840.628	60.5078	129,645	4986.332	62.3292	3,788		
Lt.Colonel	121,773	4683.591	58.5449	125,941	4843.866	60.5483	130,108	5004.141	62.5518	134,275	5164.416	64.5552	138,442	5324.691	66.5586	142,609	5484.966	68.5621	4,167		
Chief Deputy	133,951	5151.969	64.3996	138,535	5328.273	66.6034	143,119	5504.576	68.8072	147,703	5680.879	71.0110	152,287	5857.182	73.2148	156,871	6033.485	75.4186	4,584		