

**AGREEMENT
BETWEEN
THE SHERIFF OF
FREDERICK COUNTY
AND THE FRATERNAL
ORDER OF POLICE 102A**

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

PREAMBLE

This AGREEMENT, made this ____ day of ____, 2016 between the Sheriff of Frederick County, Maryland, hereinafter referred to as the "Sheriff" and the Fraternal Order of Police Lodge 102A, hereinafter referred to, as the "FOP 102A" shall be effective as of July 1, 2016.

WHEREAS, the Sheriff and the FOP 102A, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

RECOGNITION AND UNIT DESCRIPTION

(a) The Sheriff recognizes the FOP 102A as the exclusive representative of the members of the bargaining unit, for the purpose of negotiating collectively with the Sheriff pursuant to the Annotated Code of Maryland, Courts and Judicial Proceedings Article, § 2-309(l)(6), with respect to wages and benefits.

(b) The bargaining unit shall consist of all full-time correctional officers (hereinafter "Employees" or "Employee") at the rank of Sergeant and below.

(c) The Annotated Code of Maryland, Courts and Judicial Proceedings Article, § 2-309(l)(6) provides that any additional funding required as a result of a negotiated collective bargaining agreement is subject to approval by the County Governing Body. The law does not allow Frederick County correctional officers to engage in a strike. The law took effect July 1, 2006.

VOLUNTARY DEDUCTION OF UNION FEES

No employee shall be required to join or not join the FOP 102A. Employees in the bargaining unit may submit signed authorization for the Frederick County Government to deduct union fees from their biweekly pay.

COMPENSATION

1.1 Field Training Pay Differential

Correctional officers at or below the rank of sergeant who are certified field training officers, shall receive a field training pay differential of \$1.25 for each hour of training while assigned as a F.T.O.

1.2 Uniform Cleaning Allowance

Correctional officers shall be compensated \$450.00 paid in two installments of \$225.00 each year for the purpose of maintaining issued departmental uniforms. However, if the amount increases in any other department within the Sheriff's Office the above stated amount will also increase to reflect that of the higher amount.

1.3 Pay Increase

Subject to final approval of the FY17 budget, the existing wage scale will be adjusted, effective July 1, 2016, by the proposed 9% market adjustment, if approved and funded by the Frederick County budget. The attached pay scale, titled FCSO Uniformed Corrections Pay Scale with 9% Market Adjustment effective July 1, 2016 reflects the pay scale if a 9% market adjustment is approved. If the 9% 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 for FY18, members of the bargaining unit shall be eligible for step increases, if applicable, and will be eligible for any cost of living adjustment that is given 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 on the approved pay scale that they were in on June 30, 2017.

For fiscal year 2019, if County employees are given pay increases or cost of living adjustments for FY19, members of the bargaining unit shall be eligible for step increases, if applicable, and will be eligible for any cost of living adjustment that is given 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 on the approved pay scale that they were in on June 30, 2018.

In the event that Frederick County decides, either in FY18 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, in accordance with the decisions of the 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.

1.4 Range Time on Day Off

Correctional officers who are assigned to perform duties at the firearms training range on a regularly scheduled day off shall be compensated for a minimum of two (2) hours.

1.5 Forty-five Minute Break

Correctional officers at or below the rank of sergeant assigned to a twelve (12) hour shift shall receive a minimum of one (1) forty-five minute break and one (1) ten minute break. The parties agree that Maryland law does not require breaks in excess of 20 minutes to be paid, however, employees will continue to be paid for 10.8 minutes of the forty-five minute break period. This is intended in part to offset the 10 minute briefing that employees attend immediately prior to the beginning of each shift.

1.6 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 in writing 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.

1.7 Shift Differential Pay

Correctional officers at or below the rank of sergeant shall receive a shift differential at the same rate paid to Patrol Division employees within the department, for all hours worked, excluding overtime hours, between 8 pm and 8 am. That is currently five percent (5%) of the Deputy Sheriff's base salary hourly rate (Step 1). The amount will automatically increase at such time as the Deputy Sheriff base salary (Step 1) on the pay scale increases. The Sheriff has the authority to grant shift differential pay outside of these times, at his discretion.

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.

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 future change to the funding formula is subject to the County's approval.

DURATION AND FINALITY OF AGREEMENT

(a) This agreement shall become effective as of July 1, 2016 and remain in full force and effective until June 30, 2019.

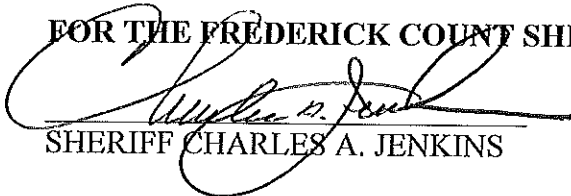
(b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties through their duly authorized representatives, after negotiations mutually agreed to by the Sheriff and the FOP 102A.

(c) The parties shall reopen negotiations for a successor agreement not later than January 15, 2019.

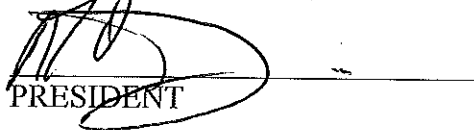
(d) In the event that the parties do not agree on a successor agreement by June 30, 2019, then this agreement shall expire; it will not bind the parties in any manner and it shall have no legal force or effect. If that happens, the Sheriff will not be obligated in any manner to maintain the "status quo" created under this agreement or comply with any provision in it.

IN WITNESS WHEREOF, the parties have executed this Agreement, this 19th day of May, 2016.

FOR THE FREDERICK COUNTY SHERIFF'S OFFICE:


SHERIFF CHARLES A. JENKINS

FOR THE FOP 102A:


PRESIDENT

Frederick County Sheriff's Office Uniformed Corrections Pay Scale with 9% Market Adjustment
Effective July 1, 2016

Months of Svc	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly
CO	40,712	1565.865	19.5733	42,545	1636.329	20.4541	44,377	1706.792	21.3349	46,209	1777.256	22.2157	48,041	1847.720	23.0965	49,873	1918.184	23.9773	51,705	1988.648	24.8581
CFC	44,783	1722.421	21.5303	46,798	1799.930	22.4991	48,813	1877.438	23.4680	50,829	1954.947	24.4368	52,844	2032.456	25.4057	54,859	2109.965	26.3746	56,874	2187.474	27.3434
Corporal	49,263	1894.724	23.6840	51,480	1979.996	24.7498	53,696	2065.249	25.8156	55,913	2150.511	26.8814	58,130	2235.774	27.9472	60,347	2321.037	29.0130	62,564	2406.299	30.0787
Sergeant	54,188	2084.170	26.0521	56,627	2177.958	27.2245	59,066	2271.745	28.3968	61,504	2365.533	29.5692	63,942	2459.321	30.7415	66,381	2553.108	31.9139	68,819	2646.896	33.0862
Lieutenant	59,607	2292.591	28.6574	62,290	2395.758	29.9470	64,972	2498.924	31.2366	67,654	2602.091	32.5261	70,337	2705.258	33.8157	73,019	2808.424	35.1053	75,701	2911.591	36.3949
Captain	65,568	2521.863	31.5233	68,519	2635.347	32.9418	71,470	2748.831	34.3604	74,420	2862.315	35.7789	77,371	2975.799	37.1975	80,321	3089.283	38.6160	83,272	3202.767	40.0346
Major	72,125	2774.037	34.6755	75,371	2898.868	36.2359	78,616	3023.700	37.7963	81,862	3148.532	39.3566	85,107	3273.363	40.9170	88,353	3398.195	42.4774	91,599	3523.027	44.0878
Lt.Colonel	79,337	3051.423	38.1428	82,907	3188.737	39.8592	86,477	3326.051	41.5756	90,047	3483.365	43.2921	93,618	3600.679	45.0085	97,188	3737.993	46.7249	100,758	3875.307	48.4413

Months of Svc	Step 8			Step 9			Step 10			Step 11			Step 12			Step 13			Step Increment
	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	
CO	53,537	2059.112	25.7389	55,369	2129.576	26.6197	57,201	2200.040	27.5005	59,033	2270.504	28.3813	60,865	2340.968	29.2621	62,697	2411.432	30.1429	1,832 of Step 1
CFC	58,890	2264.983	28.3123	60,905	2342.492	29.2812	62,920	2420.001	30.2500	64,935	2497.510	31.2189	66,950	2575.019	32.1877	68,966	2652.528	33.1566	2,015
Corporal	64,781	2491.562	31.1445	66,997	2576.824	32.2103	69,214	2662.087	33.2761	71,431	2747.349	34.3419	73,648	2832.612	35.4076	75,865	2917.875	36.4734	2,217
Sergeant	71,258	2740.683	34.2585	73,696	2834.471	35.4309	76,135	2928.259	36.6032	78,573	3022.046	37.7756	81,012	3115.834	38.9479	83,450	3209.622	40.1203	2,438
Lieutenant	78,384	3014.758	37.6845	81,066	3117.924	38.9741	83,748	3221.091	40.2636	86,431	3324.257	41.5532	89,113	3427.424	42.8428	91,795	3530.591	44.1324	2,682
Captain	86,223	3316.250	41.4531	89,173	3429.734	42.8717	92,124	3543.218	44.2902	95,074	3656.702	45.7068	98,025	3770.186	47.1273	100,975	3883.670	48.5459	2,951
Major	94,844	3647.858	45.5982	98,090	3772.690	47.1586	101,336	3897.522	48.7190	104,581	4022.353	50.2794	107,827	4147.185	51.8398	111,072	4272.017	53.4002	3,246
Lt.Colonel	104,328	4012.621	50.1578	107,898	4149.935	51.8742	111,468	4287.249	53.5906	115,039	4424.563	55.3070	118,609	4561.877	57.0235	122,179	4699.191	58.7399	3,570