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

EFFECTIVE:
July 1, 2019 – June 30, 2022
PREAMBLE

This AGREEMENT, made this ___ day of ____, 2019 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, 2019.

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

All pay scale adjustments and increases as outlined below will be funded in the County Executive’s proposed budget for each fiscal year but are subject to approval of the budget by the County Council.

Effective July 1, 2019, the existing pay scale (FY19) will be adjusted by a 2% market adjustment. In addition, effective July 1, 2019, two additional steps will be added to the existing pay scale to expand it to a 15 step pay scale with step increases added for anniversary years 20 and 22. The attached pay scale, titled FY20 Frederick County Sheriff’s Office (FCSO) Uniformed Corrections Step and Grade Pay Scale effective July 1, 2019 reflects the pay scale with a 2% increase and the expansion of the pay scale to 15 steps, thus creating steps 14 and 15. Even if a cost of living adjustment is approved for other County staff, only the 2% market adjustment will be applied to the existing pay scale.

Effective July 1, 2019, employees will be caught up on step increases by being placed in the appropriate step on the FY20 FCSO Uniformed Corrections Step and Grade Pay Scale in accordance with their FCSO service anniversary date as of July 1, 2019.

During the fiscal year 2020, employees will be eligible for step increases, on their FCSO service anniversary date, if applicable, and will be paid pursuant to the FY20 FCSO Uniformed Corrections Step and Grade Pay Scale.

Effective July 1, 2020, the FY20 FCSO Uniformed Corrections Step and Grade Pay Scale will be adjusted by a 2% market adjustment. The attached pay scale, titled FY21 FCSO Uniformed Corrections Step and Grade Pay Scale effective July 1, 2020 reflects the pay scale with a 2% increase. Even if a cost of living adjustment is approved for other County staff, only the 2% market adjustment will be applied to FY20 FCSO Uniformed Corrections Step and Grade Pay Scale.

During the fiscal year 2021, employees will be eligible for step increases on their FCSO service anniversary date, if applicable, and will be paid pursuant to the attached FY21 FCSO Uniformed Corrections Step and Grade Pay Scale.

Effective July 1, 2021, the FY21 FCSO Uniformed Corrections Step and Grade Pay Scale will be adjusted by a 3% market adjustment. The attached pay scale, titled FY22 FCSO Uniformed Corrections Step and Grade Pay Scale effective July 1, 2021 reflects the pay scale with a 3% increase. Even if a cost of living adjustment is approved for other County staff, only the 3% market adjustment will be applied to FY21 FCSO Uniformed Corrections Step and Grade Pay Scale.

During the fiscal year 2022, employees will be eligible for step increases on their FCSO service anniversary date, if applicable, and will be paid pursuant to the attached FY22 FCSO Uniformed Corrections Step and Grade Pay Scale.
In the event that Frederick County decides, during the life of this agreement to impose furloughs for Frederick County employees, then 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 jurisdictions 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 or these positions, at his discretion and in accordance with County policy.
1.8 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.

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 at least this 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. Coverage costs are re-evaluated each calendar year.

LINE OF DUTY DISABILITY HEALTH CARE COVERAGE

Line of duty disability health care coverage will be available even if employee does not have ten years of service provided the employee retires under a line of duty disability on or after July 1, 2019, has existing health care coverage through the County at the time of retirement and maintains that coverage for at least one month as a retiree. The cost sharing of the respective health insurance premium will be 50% from the County and 50% from the employee.
DURATION AND FINALITY OF AGREEMENT

(a) This agreement shall become effective as of July 1, 2019 and remain in full force and effective until June 30, 2022.

(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, 2022.

(d) In the event that the parties do not agree on a successor agreement by June 30, 2022, 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 6th day of May 2019.

FOR THE FREDERICK COUNTY SHERIFF’S OFFICE:

SHERIFF CHARLES A. JENKINS

FOR THE FOP 102A:

PRESIDENT

Attachments:
FY20 FCSO Uniformed Corrections Step and Grade Pay Scale
FY21 FCSO Uniformed Corrections Step and Grade Pay Scale
FY22 FCSO Uniformed Corrections Step and Grade Pay Scale
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