

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

EFFECTIVE:
July 1, 2022 – June 30, 2024

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COLLECTIVE BARGAINING AGREEMENT

This COLLECTIVE BARGAINING AGREEMENT is made this ____ day of April 2022, by and 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" was reached pursuant to collective bargaining (the "Agreement").

ARTICLE I. RECOGNITION AND UNIT DESCRIPTION

Section 1.01 Recognition.

The Sheriff recognizes the FOP as the exclusive representative of Employees, as defined in Section 1.02 of this Article, for the purpose of negotiating collectively with the Sheriff pursuant to the Annotated Code of Maryland, Courts and Judicial Proceedings Article, § 2-324(g), with respect to wages and benefits.

Section 1.02 Unit Description.

The bargaining unit (the "Unit") to which this Agreement shall apply consists of all full-time Deputy Sheriffs, at the rank of Sergeant and below (hereinafter "Employees" "Employee" or "Deputy").

Section 1.03 Approval by Governing Body

The Annotated Code of Maryland, Courts and Judicial Proceedings Article, § 2-324(g)(3) and (g)(7) 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 Deputy Sheriffs to engage in a strike.

ARTICLE II. VOLUNTARY DEDUCTION OF UNION FEES

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

ARTICLE III. COMPENSATION

Section 3.01 Pay Scale Steps

Step 1 Year 1	Step 2 Year 2	Step 3 Year 3	Step 4 Year 4	Step 5 Year 5
Step 6 Year 6	Step 7 Year 7	Step 8 Years 8 & 9	Step 9 Years 10 & 11	Step 10 Years 12 & 13
Step 11 Years 14 & 15	Step 12 Years 16 & 17	Step 13 Years 18 & 19	Step 14 20 & 21	Step 15 Years 22 +

Effective July 1, 2019, there are 15 steps in the pay scale for Employees in the Unit, as follows:

Employees in the Unit will be eligible for step increases on their FCSO service anniversary date and will be paid pursuant to the applicable FCSO Uniformed Law Enforcement Step and Grade Pay Scale as set forth herein.

Section 3.02 Wage Adjustments.

- (a) All pay scale adjustments and increases as outlined in this Section 3.02 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.
- (b) Effective July 1, 2022, the existing pay scale will be adjusted by a six and one-half percent (6½%) market adjustment. Attachment “A” hereto (FY23 Frederick County Sheriff’s Office (FCSO) Uniformed Law Enforcement Step and Grade Pay Scale effective July 1, 2022) reflects the pay scale with a 6½% increase. Even if a cost-of-living adjustment is approved for other County staff, only the 6½% market adjustment will be applied to FY23 FCSO Uniformed Law Enforcement Step and Grade Pay Scale.
- (c) During the fiscal year 2023, employees will be eligible for step increases, on their FCSO service anniversary date, if applicable, and will be paid pursuant to the FY23 FCSO Uniformed Law Enforcement Step and Grade Pay Scale.
- (d) Effective July 1, 2023, the FY24 FCSO Uniformed Law Enforcement Step and Grade Pay Scale will be adjusted by a four and one-half percent (4½%) market adjustment. Attachment “B” (FY24 FCSO Uniformed Law Enforcement Step and Grade Pay Scale effective July 1, 2023) reflects the pay scale with a 4½% increase. Even if a cost-of-living adjustment is approved for other County staff, only the four and one-half percent (4½%) market adjustment will be applied to FY24 FCSO Uniformed Law Enforcement Step and Grade Pay Scale.
- (e) During the fiscal year 2024, employees will be eligible for step increases on their FCSO service anniversary date, if applicable, and will be paid pursuant to the attached FY24 FCSO Uniformed Law Enforcement Step and Grade Pay Scale.

- (f) If Frederick County decides, during the term of this Agreement, to impose furloughs for Frederick County employees, furloughs may be effected in accordance with the decisions of Frederick County.

Section 3.03 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 (1½ x) 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 3.04 Promotions

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

ARTICLE IV. PREMIUM PAY AND OTHER SPECIAL CIRCUMSTANCES

Section 4.01 Shift Differential.

- (a) Eligible 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 4.02 On Call Pay

- (a) Employees assigned to the Criminal Investigative Unit, Traffic Unit and FCNU who are "on call" 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."
- (b) Supervisors at the rank of Corporal and Sergeant who are "on call" 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 4.03 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 ($1\frac{1}{2}$ x) their normal hourly rate for the time actually worked. However, if the time worked is less than two (2) hours, the Employee will receive compensation for two (2) hours at the rate of time and one-half ($1\frac{1}{2}$ x) their normal hourly rate.
- (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 4.04 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 three (3) hours at the rate of time and one-half ($1\frac{1}{2}$ x) their normal hourly rate.
- (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 three (3) hours at the rate of time and one-half ($1\frac{1}{2}$ x) their normal hourly rate. In the event that this court preparation minimum time overlaps with a scheduled court time, only one minimum will apply.

Section 4.05 Field Training Officer Compensation

Employees who are assigned a recruit/lateral and actually perform field training duties for six (6) hours or more in a single day will receive compensation of one (1) hour per day at either the

overtime rate of time and one-half (1½ x) their normal hourly rate in accordance with Section 3.03 of this Agreement or straight over time – *i.e.*, normal hourly rate (“S.O.T.”), as applicable. Employees who perform field training work less than six (6) hours per day will receive no compensation, except as otherwise determined by the Department in its discretion.

Section 4.06 Canine Pay

The premium pay described in this Section 4.06 will apply to Employees certified as K-9 handlers who are assigned and actually perform K-9 duties. Handlers will be paid one (1) hour per day for K-9 maintenance, care and training of their assigned partner. This shall be accomplished by the handlers working one (1) hour less than the scheduled full-length shift. On scheduled days off, handlers will receive compensation of one (1) hour per day at either the overtime rate of time and one-half (1½ x) their normal hourly rate in accordance with Section 3.03 of this Agreement, or S.O.T., as applicable.

Section 4.07 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 4.08 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 in accordance with 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 vacation, 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 this Section 4.08, all Employees shall be considered essential Employees for public safety emergencies.
- (d) For the purpose of this Section 4.08, 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 4.08 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 4.09 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 4.10 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.

Section 4.11 Military Leave – Training

Notwithstanding the Frederick County Personnel Rules, any Employee who is a member of a reserve component of the armed forces of the United States shall be entitled to up to thirty (30) days of leave with pay in any calendar year for military training purposes. In addition, an Employee may apply to and may be granted by the Sheriff additional military leave beyond thirty (30) days in a calendar year for (a) additional training required of the Employee leading up to a deployment; (b) other training is mandated for the servicemember, or (c) in the case of a servicemember who is accepted into a school for promotion, such promotional training. All applications for military leave for training must be made in accordance with the procedures outlined in the Human Resources Policies and Procedures Manual relating to Military Leave (*e.g.*, completion of a Military Leave Request form, a copy of the Employee’s military order, etc.) Any request for leave beyond thirty (30) days may be denied by the Sheriff if it would result in harm to the interest of the County.

ARTICLE V. CONTINUATION OF BENEFITS

Section 5.01 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 5.02 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 change to the funding formula is subject to the County's approval. Coverage costs are re-evaluated each calendar year.

Section 5.03 Line of Duty Health Care Coverage

Line of duty disability health care coverage will be available even if employee does not have ten (10) years of service provided the employee retires under a line of duty disability on or after July 1, 2022, 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.

ARTICLE VI. LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 6.01 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; and
4. Improve the relationships between the parties.

Section 6.02 Committee Created.

The LMRC consists 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.

Section 6.03 Meetings.

The parties agree to meet at least quarterly (additional meetings by mutual agreement) on the 3rd 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.

Section 6.04 Scope of Committee.

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

ARTICLE VII. 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 VIII. NO STRIKE OR LOCKOUT CLAUSE

Section 8.01 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 Office, 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 IX. TERM

Section 9.01 Term

This Agreement shall be effective as of July 1, 2022, and remain in full force and effective until June 30, 2024, and thereafter from year to year unless either party gives sixty (60) days written notice to the other prior to June 30, 2024, or subsequent anniversary date, that it wishes to amend, modify or change the Agreement.

Section 9.02 Termination

In the event either party gives written notice to the other as provided in this article and no agreement is reached by the end of the original term or a subsequent 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 X. MISCELLANEOUS

Section 10.01 Complete Agreement

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. 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 all previous agreements and understandings which may have been in effect previously.

Section 10.02 Waiver of Right to Bargain During Agreement

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.

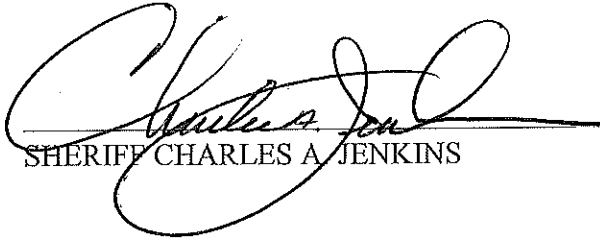
Section 10.03 Amendment

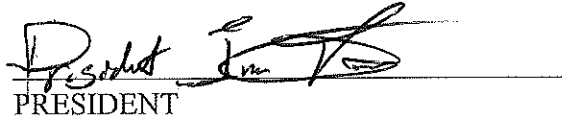
No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement by the parties intended to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this 14th
day of July 2022.

FREDERICK COUNTY SHERIFF'S
OFFICE:

FREDERICK COUNTY DEPUTY
SHERIFF'S FRATERNAL ORDER OF
POLICE LODGE NO. 102, INC


SHERIFF CHARLES A. JENKINS


PRESIDENT

Attachments:

Attachment "A": FY23 FCSO Uniformed Law Enforcement Step and Grade Pay Scale

Attachment "B": FY24 FCSO Uniformed Law Enforcement Step and Grade Pay Scale

