

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

**EFFECTIVE:**  
**July 1, 2022 – June 30, 2024**

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## **COLLECTIVE BARGAINING AGREEMENT**

This COLLECTIVE BARGAINING AGREEMENT is made this <sup>May 2022</sup> ~~16th~~ day of ~~April~~ 2022, by and between the SHERIFF OF FREDERICK COUNTY, MARYLAND, hereinafter referred to as the "Sheriff" and the FRATERNAL ORDER OF POLICE LODGE NO. 102A, hereinafter referred to as the "FOP 102A", was reached pursuant to collective bargaining (the "Agreement").

### **ARTICLE I. RECOGNITION AND UNIT DESCRIPTION**

#### **Section 1.01 Recognition**

The Sheriff recognizes the FOP 102A as the exclusive representative of the Employees (as defined in Section 1.02, below), 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.

#### **Section 1.02 Unit Description**

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

#### **Section 1.03 Approval by Governing Body**

The Annotated Code of Maryland, Courts and Judicial Proceedings Article, § 2-324(h)(3) and (h)(7)(v) 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.

### **ARTICLE II. 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.

### **ARTICLE III. COMPENSATION**

#### **Section 3.01 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 \$2.50 for each hour of training while assigned as a F.T.O.

#### **Section 3.02 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.

**Section 3.03 Pay Scale Steps**

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

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 +

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 Corrections Law Enforcement Step and Grade Pay Scale as set forth herein.

**Section 3.04 Pay Increase**

- (a) 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.
- (b) Effective July 1, 2022, the FY23 FCSO Uniformed Corrections Step and Grade Pay Scale the existing pay scale will be adjusted by a six and one-half percent (6½%) market adjustment. Attachment “A” hereto (FY23 FCSO Uniformed Corrections Step and Grade Pay Scale effective July 1, 2022) reflects the pay scale with a 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 Corrections 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 attached FY23 FCSO Uniformed Corrections Step and Grade Pay Scale.
- (d) Effective July 1, 2023, the FY24 FCSO Uniformed Corrections Step and Grade Pay Scale will be adjusted by a four and one-half percent (4½%) market adjustment. Attachment “B” hereto (FY24 FCSO Uniformed Corrections Step and Grade Pay Scale effective July 1, 2023) reflects the pay scale with a four and one-half percent (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 Corrections 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 Corrections Step and Grade Pay Scale.
- (f) 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.

### **Section 3.05 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.

### **Section 3.06 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 (45) minute break and one (1) ten (10) 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 (45) minute break period. This is intended in part to offset the ten (10) minute briefing that employees attend immediately prior to the beginning of each shift.

### **Section 3.07 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.

### **Section 3.08 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.

### **Section 3.09 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 3.10 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.

### **Section 3.11 Weather and Public Safety Emergencies/Administrative Leave**

- (c) 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.
- (d) 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.
- (e) For the purpose of this Section 3.11, all Employees shall be considered essential Employees for public safety emergencies.
- (f) For the purpose of this Section 3.11, the Sheriff shall have the discretion to designate essential Employees for inclement weather or other similar natural disasters.
- (g) Entitlement to and payment of administrative leave under this Section 3.11 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.

### **ARTICLE IV. 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 V. 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.

**ARTICLE VI. 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.

**ARTICLE VII. DURATION AND FINALITY OF AGREEMENT**

- (a) This agreement shall become effective as of July 1, 2022, and shall remain in full force and effective until June 30, 2024.
- (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, 2024.
- (d) In the event that the parties do not agree on a successor agreement by June 30, 2024, 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 effective this 16<sup>th</sup>  
day of May 2022.

FREDERICK COUNTY SHERIFF'S  
OFFICE:

  
SHERIFF CHARLES A. JENKINS

FRATERNAL ORDER OF POLICE  
LODGE NO. 102A

  
PRESIDENT

Attachments:

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

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