



Frederick County, Maryland

Staff Report Concurrence Form

To: Office of the County Executive

Date: 10/25/2024

Division Director: Emily Fital

Approved: 

From: Shanna Gibbons

Division: Human Resources

Phone #: 301.600.1115

Please verify you have attached the correct documents

Staff Report Topic:

Staff Memo: ☒

Attachments: Yes: ☒ No: ☐


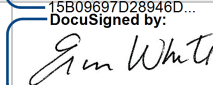
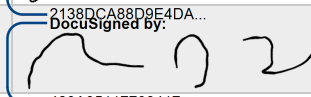
Proposed Bill - Amend the Frederick County Uniformed Employees Retirement Plan ("Plan") – Deferred Retirement Option Program ("DROP") for Law Enforcement Officers and Corrections Officers

Time Sensitive? Yes ☒ (if yes, deadline for approval: 10/31/2024) No ☐

Action Requested by Executive's Office: Signature Requested ☒ OR Information Only ☐


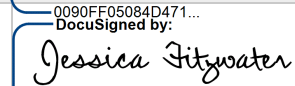
Staff Report Review:

This staff report has been thoroughly reviewed first by the appropriate divisions/agencies noted on Page 2 followed by those outlined below:

	Name	Signature	Date
Budget Office	Kelly Weaver		10/30/2024
Finance Division	Erin White		10/30/2024
County Attorney's Office	Andrew J. Ford		10/30/2024

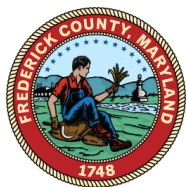
Refer to County Council? Yes ☒ No ☐

(County Attorney's Office to complete)

Chief Administrative Officer	John Peterson		10/30/2024
County Executive	Jessica Fitzwater		10/30/2024

Forward to Council? Yes ☒ No ☐

(County Executive to complete)



Frederick County, Maryland

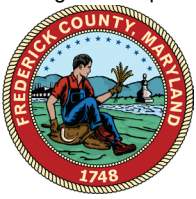
Staff Report Concurrence Form

Other Reviewers:

	Title	Name	Signature	Date
3.	Director of Finance	Erin White	DocuSigned by: <i>Erin White</i> 2138DCA88D9E4DA...	10/28/2024
4.	Director of Government Relations	Victoria Venable	DocuSigned by: <i>Victoria Venable</i> 2D089227B21D4E5...	10/30/2024
5.				
6.				
7.				
8.				
9.				
10.				

Comments:

From	Date	Comment



FREDERICK COUNTY GOVERNMENT
DIVISION OF HUMAN RESOURCES

Jessica Fitzwater
County Executive

Emily C. Fiftal, JD, Director

TO: County Council

THROUGH: County Executive Jessica Fitzwater

FROM: Emily Fiftal, Director, Division of Human Resources
Erin White, Director, Division of Finance

DATE: October 25, 2024

SUBJECT: Proposed Bill - Amend the Frederick County Uniformed Employees Retirement Plan ("Plan") – Deferred Retirement Option Program ("DROP") for Law Enforcement Officers and Corrections Officers

ISSUE:

Should the County Executive approve the proposed bill (Attachment 1) and forward it to the County Council to amend the Frederick County Uniformed Employees Retirement Plan to enhance DROP Program benefits for Law Enforcement Officers and Corrections Officers to match those of Career Firefighters?

BACKGROUND:

A Deferred Retirement Option Plan or DROP is a pension plan provision that is an incentive to encourage employees to work for a few years after they are eligible for normal retirement. It allows employees to have the benefit payments that they would have received starting as of the date that they elect to join DROP to be accumulated in a DROP account while they continue to work. Then at retirement the employee receives a lump sum distribution for the accumulated "retirement payments" (the DROP account), as well as a retirement benefit based on their salary and service as of the date the employee entered DROP.

As background, on March 29, 2023, the County Executive entered into a Memorandum of Understanding (MOU) with the Career Firefighters Association of Frederick County, MD, Inc., Local #3666. The MOU required the County Executive to submit proposed legislation seeking the following enhancements to the County's existing DROP Program for Career Firefighters:

- i. The DROP participant's anticipated years of eligibility service at the end of the DROP participation period shall be extended not to exceed 31 years of eligibility service.
- ii. The DROP participant shall contribute four percent (4%) by payroll deduction to the Plan.

- iii. The DROP participant shall contribute five percent (5%) by payroll deduction to their DROP Account.
- iv. The DROP participant that voluntarily separates from employment with the County prior to the completion of their DROP period, for any reason other than death or Total and Permanent Disability, shall be paid the amount accrued in their DROP account, as calculated in Section 17.7, as adjusted for investment gains and losses determined pursuant to Section 17.10, as soon as reasonably practical before the date of payment and shall forfeit an amount equal to the amount contributed in number iii.

The previous DROP Program terms had the DROP participation period not exceeding 28 years of eligibility service and the DROP participant contributing their entire nine percent (9%) payroll deduction to the Plan. The legislation was approved, and the changes were effective for Career Firefighters as of July 1, 2024.

At the time, the changes outlined did not affect the then-current Agreements between the Sheriff of Frederick County and the Fraternal Order of Police Lodges 102 (Law Enforcement Officers) and 102A (Corrections Officers), who were also part of the DROP Program. The changes have recently been incorporated in the current agreements between the Sheriff and Lodges 102 (Attachment 2) and 102A (Attachment 3), effective July 1, 2024, through June 30, 2025. These agreements require the County Executive, on or before January 1, 2025, to submit proposed legislation to the County Council adopting these changes.

The proposed legislation mirrors the changes already in place for Career Firefighters. The proposed legislation was approved by the Fraternal Order of Police Lodges 102 and 102A prior to submission to the County Council. Should the legislation be approved, the DROP Program changes will be effective for Law Enforcement Officers and Corrections Officers as of July 1, 2025.

RECOMMENDATION:

Staff requests the County Executive approve the proposed bill and forward it to the County Council for consideration.

Approve? Yes X No

DocuSigned by:

Jessica Fitzwater

Jessica Fitzwater, County Executive
Frederick County, Maryland

10/30/2024

Date

FINANCIAL IMPACT: Yes - Indirect

1. Fiscal Year of Financial Impact: FY 2026 and Ongoing
2. Existing Account Unit / Activity & Account: Various Sheriff's Office Account Units/50260
3. New Account Unit / Activity & Account:
4. Budget Balance as of October 24, 2024:
5. Budget Journal Required: No
6. Amount of County Funding Requested:
7. Other Pertinent Information: The Plan's Actuary estimated (2023 study re: FY24) the County's Actuarially Determined Contribution (ADC) to increase by approximately \$140,000 annually.

ATTACHMENT(S):

Attachment 1 – Proposed Bill

Attachment 2 – Agreement Between the Sheriff of Frederick County and Frederick County Deputy Sheriffs Fraternal Order of Police Lodge No. 102, Inc., Effective July 1, 2024, through June 30, 2025

Attachment 3 – Agreement Between the Sheriff of Frederick County and the Fraternal Order of Police 102A, Effective July 1, 2024, through June 30, 2025



Bill No. _____
 Concerning: Amend the Frederick County Uniformed
Employees Retirement Plan
 Introduced _____
 Revised: _____ Draft No. _____
 Enacted: _____
 Effective: _____
 Expires: _____
 Frederick County Code, Chapter _____
 Section(s) _____

COUNTY COUNCIL FOR FREDERICK COUNTY, MARYLAND

By: Council President Brad W. Young on behalf of County Executive Jessica Fitzwater

AN ACT to: amend the Frederick County Uniformed Employees Retirement Plan effective July 1, 2025, to reflect the terms of the Deferred Retirement Option Program for law enforcement officers and corrections officers, pursuant to (a) the Agreement between the Sheriff of Frederick County and the Frederick County Deputy Sheriff's Fraternal Order of Police Lodge No. 102, Inc. effective July 1, 2024, through June 30, 2025, and (b) the Agreement between the Sheriff of Frederick County and the Fraternal Order of Police 102A effective July 1, 2024, through June 30, 2025.

Date Council Approved: _____ Date Transmitted to Executive: _____

Executive: _____ Date Received: _____

Approved: _____ Date: _____

Vetoed: _____ Date: _____

Date returned to Council by County Executive with no action: _____

By amending:

Frederick County Code, _____ Section(s) _____

Other: Frederick County Uniformed Employees Retirement Plan

Boldface

Underlining

[Single boldface brackets]

Heading or defined term.

Added to existing law.

Deleted from existing law.

Existing law unaffected by bill.

1 Bill No. **-**

2
3 The County Council of Frederick County, Maryland, finds it necessary and appropriate to
4 amend the Frederick County Uniformed Employees Retirement Plan to implement the changes to
5 the Deferred Retirement Option Program for Law Enforcement Officers and Corrections Officers.
6

7 NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF
8 FREDERICK COUNTY, MARYLAND, that the Frederick County Uniformed Employees
9 Retirement Plan be, and it is hereby, amended as shown on the attached Exhibit 1.
10

11 AND BE IT FURTHER ENACTED, that the amendments shown in Exhibit 1 will be
12 effective as provided in Exhibit 1 on or after the effective date of this Bill.
13
14
15
16

17 _____
18 Brad W. Young, President
19 County Council of Frederick County,
20 Maryland

Exhibit 1

Article XVI of the Frederick County Uniformed Employees Retirement Plan is amended to read as follows effective July 1, 2025:

ARTICLE XVI

DEFERRED RETIREMENT OPTION PROGRAM - LAW ENFORCEMENT OFFICERS AND
CORRECTIONS OFFICERS

16.1 Definitions - In this section, the following words have the meanings indicated:

(a) “DROP” means the Deferred Retirement Option Program established pursuant to this Section.

(b) “DROP Account” means the account established for the DROP Participant in accordance with Section 16.7.

[(c) “DROP Effective Date” means July 1, 2021.]

[(d)] (c) “DROP Participant” means a Participant in the Plan who:

(i) is eligible to participate in DROP as provided in this Article XVI; and

(ii) elects to participate in DROP as provided in this Article XVI.

16.2 Eligibility - A Participant in the Plan is eligible to participate in DROP if the Participant:

(a) Is a Uniformed Participant in the category of law enforcement officer or corrections officer,

(b) [Either: (i)]Has attained the service requirement for the Participant’s Normal Retirement Date[, as of the DROP Effective Date, or (ii) Attains the service requirement for the Participant’s Normal Retirement Date after the DROP Effective Date];

(c) Has earned no more than 27.0 Years of Eligibility Service[as of the DROP Effective Date] (for DROP commencement beginning on or after July 1, 2021, and before July 1, 2025) or no more than 30.0 Years of Eligibility Service (for DROP commencement beginning on or after July 1, 2025); and

(d) Has an acceptable performance rating from the Sheriff’s Office.

Underlining indicates matter added to existing law.

[Single boldface brackets] indicates matter deleted from existing law.

*** - indicates existing law unaffected by bill.

16.3 Election; Duration of Participation

An eligible Participant may elect to participate in DROP for a period of between 12 and 36 months; provided, however, that the elected DROP participation period cannot cause the Participant's anticipated Years of Eligibility Service at the end of the DROP participation period to exceed 28.0 Years of Eligibility Service (for DROP commencement beginning on or after July 1, 2021, and before July 1, 2025) or 31.0 Years of Eligibility Service (for DROP commencement beginning on or after July 1, 2025).

16.4 Application; Limitation on Enrollment

(a) Participant's Election: An eligible Participant who elects to participate in DROP shall:

(i) provide a written application to the employee designated by the Retirement Plan Committee (the "DROP Coordinator") on a form approved by or acceptable to the Retirement Plan Committee, stating:

(A) the Participant's intention to participate in DROP;

(B) the date, which shall be the first day of a month, when the Participant desires to begin participation in DROP; and

(C) such other information required by the Retirement Plan Committee to implement DROP with respect to the Participant, including a binding letter of resignation accepted by the Sheriff in accordance with the Sheriff's Office policies and procedures then in effect, setting forth the date the Participant intends to terminate employment following completion of the Participant's elected DROP period; and

(ii) submit the application to the DROP Coordinator no later than the first day of the month that is no less than two and no more than three months prior to the first day of the month coincident with the date the Participant elects to begin participation in DROP. If the due date for the election falls on a Saturday, Sunday or day when the County's offices are closed, the due date shall be the next day during which the County's offices are open.

(b) Limitation on Enrollment in DROP

(i) The application to participate in DROP by no more than one percent of the Frederick County Sheriff's Office Uniformed Law Enforcement officers workforce will be accepted for any one month. The application to participate in DROP by no more than one percent of the Frederick County Sheriff's Office Uniformed Corrections officers workforce will be accepted for any one month. In determining this one percent limitation, the number of Participants eligible to elect to enter DROP will be rounded up to the next highest whole number and will be determined as of the first day of the payroll period that is two months in advance of the elected DROP participation date.

(ii) If more Participants submit an application to participate in DROP than can be accepted due to the limitations set forth in subsection (b)(i) above, the Participants

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whose applications will be accepted will be determined on the basis of seniority within the Frederick County Sheriff's Office.

(iii) The applications of Participants whose applications are deferred pursuant to subsection (b)(ii) above will be considered for the following months on the same basis as set forth in subsections (b)(i) and (b)(ii); provided, however, that a Participant whose application is deferred past the date the Participant earns [27.0]the maximum Years of Eligibility Service in effect at the time of the Participant's election to participate in DROP as defined in Section 16.2(c) will not be eligible to participate in DROP.

16.5 Irrevocability of Election

A Participant's election to participate in DROP is irrevocable as of the fifteenth day following the DROP Coordinator's receipt of the Participant's election to participate in DROP, provided that the acceptance of the Participant's election is not deferred pursuant to Section 16.4(b). In the event the Participant's application to participate in DROP is deferred pursuant to Section 16.4(b), the election is irrevocable as of the fifteenth calendar day following the acceptance of the Participant's election to participate in DROP and notification of the acceptance being provided to the Participant. If the due date for the revocation of an election to participate in DROP falls on a Saturday, Sunday or day when the County's offices are closed, the due date shall be the next day during which the County's offices are open.

16.6 Suspension of Participation; Termination of Participation

(a) Suspension of Participation - Participation in DROP is suspended upon the Participant receiving a performance rating from the Sheriff's Office of less than acceptable. During the time of suspension, no additions will be made to the Participant's DROP Account. The suspension will be lifted and the Participant will be reinstated to DROP for the remaining DROP participation period elected by the Participant upon the reinstatement of an acceptable performance rating from the Sheriff's Office after exhaustion of the Participant's appeal rights under the Frederick County Personnel Rules in effect at the time; provided, however, that the credits to the Participant's DROP Account provided for in Section 16.7(b)(i) during the period of suspension will be reinstated to the DROP Participant's DROP Account following a Participant's successful appeal of his or her performance rating. In the event that the DROP Participant does not appeal the assignment of the performance rating or is unsuccessful in the appeal of the assignment of the performance rating, [the DROP Participant's DROP Account will be reduced to zero dollars and]the DROP Participant's retirement benefit determined as of the Participant's Termination Date will be determined in accordance with Section 16.8(c) as if the DROP Participant reached a Termination Date prior to the end of the DROP Participant's elected DROP participation period.

(b) Termination of Participation - Participation in DROP terminates when the DROP Participant reaches a Termination Date.

16.7 Payment of Retirement Benefit, Accrual of Service Credit, Disposition of Other Benefits During DROP Participation.

(a) Calculation of Retirement Benefit - As of the effective date of participation in DROP, the DROP Participant's normal retirement benefit as provided for in Section

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6.1, in the form of payment elected by the Participant in accordance with Section 8.2 and without the adjustment for unused sick leave pursuant to Section 6.1(d), shall be determined.

(b) Credit to DROP Account - During the period of the DROP Participant's participation in DROP, the Plan Administrator shall:

(i) Credit the DROP Participant's monthly retirement income determined pursuant to Section 16.7(a) determined as of the DROP Participant's date of participation in DROP, to a DROP Account for the benefit of the DROP Participant;

(ii) Credit the DROP Participant's DROP Account with the investment gains and losses arising out of the individually-directed accounts maintained for this purpose in accordance with Section 16.10;[and]

(iii) Annually adjust the DROP Participant's credit to the DROP account for monthly retirement income under Section 16.7(b)(i) for cost of living increases in accordance with Section 6.8; and

(iv) Credit the DROP Participant's DROP Account with 5% out of the 9% of Compensation made as a pick-up contribution to the Plan pursuant to Section 5.4(a)(i).

(c) No Increase in Years of Eligibility or Credited Service - A DROP Participant will not accrue credit for additional Years of Eligibility or Credited Service during the period of DROP participation.

(d) Compensation during DROP Participation - A DROP Participant's Compensation earned during the period of DROP participation:

(i) Subject to Section 5.4(b), shall be subject to the County pick up contributions provided for in Section 5.4(a)(i), which contributions shall [not]be added to the Participant's DROP Account to the extent provided for in Section 16.7(b)(iv). The remaining 4% of Compensation paid as a pick-up contribution shall be added to the Trust; and

(ii) Shall not be used to increase the DROP Participant's Final Average Earnings.

(e) If during the period of a DROP Participant's participation in DROP, the Participant reaches a Termination Date by reason of Total and Permanent Disability in accordance with Section 6.4(a) ("Ordinary Disability"), the Participant shall receive the benefit calculated pursuant to Section 16.7(a), plus the Participant's DROP Account, calculated as of the Participant's Termination Date. If during the period of a DROP Participant's participation in DROP, the Participant reaches a Termination Date by reason of Total and Permanent Disability in accordance with Section 6.4(b) ("Line of Duty Disability"), the Participant shall receive payment of the DROP Account, plus the greater of: (i) the monthly retirement income calculated pursuant to Section 16.7(a) or (ii) the monthly retirement income calculated pursuant to Section 6.4(b).

(f) If during the period of a DROP Participant's participation in DROP, the Participant reaches a Termination Date by reason of death, the Participant's Beneficiary will receive

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the benefit described in Section 7.1, based upon the Participant's Years of Eligibility Service and Highest Average Earnings earned at the DROP participation date, plus the Participant's DROP Account. The DROP Participant's Beneficiary designated for purposes of receipt of the death benefits described in Section 7.1 shall be the same Beneficiary designated for purposes of receipt of the DROP Account. In the event there is no valid Beneficiary on file for the Participant, payment will be made in accordance with Section 9.1.

16.8 Payment of Retirement Income and DROP Account At Termination Date.

(a) Payment of DROP Account – Termination Following End of Elected DROP Participation Period: Upon the termination of a DROP Participant's employment with the County, for reasons other than death or Total and Permanent Disability, as of or following the end of the Participant's DROP participation period, the Trustees shall pay to the Participant the amount accrued in the DROP Account for the DROP Participant, determined in accordance with Section 16.7, as adjusted for investment gains and losses determined pursuant to Section 16.10 through as soon as reasonably practical before the date of payment, and as elected by the DROP Participant, in the form of:

- (i) An Eligible Rollover Distribution, pursuant to Section 8.4;
- (ii) A lump sum distribution, reduced by any elected or required withholding for taxes; or
- (iii) Any other form of payment allowed under the individually-directed account.

(b) Payment of Retirement Benefit - Termination Following End of Elected DROP Participation Period: Upon the termination of a DROP Participant's employment with the County for reasons other than death or Total and Permanent Disability, as of or following the end of the Participant's DROP participation period, the Participant will receive the monthly retirement income determined in accordance with Section 16.7, in the form of payment elected by the Participant pursuant to Section 8.2 when the Participant elected to participate in DROP, as adjusted for cost of living increases pursuant to Section 6.8 during the DROP participation period and as adjusted for hours of unused sick leave, pursuant to Section 6.1(d), based upon the DROP Participant's unused sick leave as of the DROP Participant's Termination Date. The DROP Participant's DROP Account will not be affected by the changes in the DROP Participant's unused sick leave during the period of participation in DROP.

(c) Termination Before End of Elected DROP Participation Period – Upon the DROP Participant's reaching a Termination Date, for reasons other than death or Total and Permanent Disability, prior to the end of the DROP Participant's elected DROP participation period, the Participant will receive the monthly retirement income determined in accordance with Section 16.7, in the form of payment elected by the Participant pursuant to Section 8.2 when the Participant elected to participate in DROP, as adjusted for cost of living increases pursuant to Section 6.8 during the DROP participation period and as adjusted for hours of unused sick leave, pursuant to Section 6.1(d), based upon the DROP Participant's unused sick leave as of the DROP Participant's Termination Date. The DROP Participant's DROP Account will not be affected by the changes in the DROP Participant's unused sick leave during the period of participation in DROP. The Participant's

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DROP Account will be adjusted for investment gains and losses determined pursuant to Section 16.10 through as soon as reasonably practical before the date of payment, but reduced by the principal amount of Participant pick-up contributions made to the DROP Account pursuant to Section 16.7(b)(iv). The principal amount of Participant pick-up contributions made to the Plan pursuant to Section 16.7(b)(iv) will be retained in the Trust. The balance of the DROP will be paid as elected by the DROP Participant, in the form of:], all determined as if the Participant had never elected to participate in DROP, but payable in the form of benefit elected by the Participant when the DROP Participant elected to participate in DROP. The Participant's DROP Account will then be reduced to zero dollars.]

- (i) An Eligible Rollover Distribution, pursuant to Section 8.4;
- (ii) A lump sum distribution, reduced by any elected or required withholding for taxes; or
- (iii) Any other form of payment allowed under the individually-directed account.

16.9 Limitations; Other Benefits of Employment; Segregation of Assets

(a) The benefits payable pursuant to this Article XVI shall be adjusted, if necessary, to conform to the limitations on the accrual of benefits pursuant to Section 6.6.

(b) During the period of a DROP Participant's participation in DROP, the DROP Participant shall continue to be eligible to participate in any health and welfare plan and deferred compensation plan, and receive any other benefits otherwise available to employees of the Frederick County Sheriff's Office and shall continue to be subject to the personnel laws, regulations and policies applicable to an Employee.

(c) The DROP Account is maintained solely for purposes of accounting for the DROP Participant's benefit from DROP. The Trustees shall be under no obligation to segregate funds from the Plan assets for the Participant's DROP Account.

16.10 Establishment of Investment Accounts

The DROP Account will be invested in one or more investment funds elected by the DROP Participant from among investment options provided by the Trustees, in their discretion. The DROP account will be adjusted monthly for earnings or losses based on the investment fund(s) selected by the DROP Participant.

16.11 Review of DROP

The Administrator will engage the Plan's actuaries to review the operations of the DROP as of July 1, 2026 to determine the level of the DROP's cost neutrality to the Plan.

END OF ARTICLE XVI

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

**EFFECTIVE:
July 1, 2024 – June 30, 2025**

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COLLECTIVE BARGAINING AGREEMENT

This COLLECTIVE BARGAINING AGREEMENT is made this 20th day of June 2024, 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, 2024, the existing pay scale will be adjusted by a six percent (6%) market adjustment. Attachment "A" hereto (FY25 Frederick County Sheriff's Office (FCSO) Uniformed Law Enforcement Step and Grade Pay Scale effective July 1, 2024) reflects the pay scale with a 6% increase. Even if a cost-of-living adjustment is approved for other County staff, only the 6% market adjustment will be applied to FY25 FCSO Uniformed Law Enforcement Step and Grade Pay Scale.
- (c) During the fiscal year 2025, employees will be eligible for step increases, on their FCSO service anniversary date, if applicable, and will be paid pursuant to the FY25 FCSO Uniformed Law Enforcement Step and Grade Pay Scale.
- (d) 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) Overtime: Employees will be compensated at an overtime rate of one and one-half times ($1\frac{1}{2} \times$) their normal hourly rate for hours actually worked outside their regularly scheduled shifts. All overtime is subject to supervisory or command approval. 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. Premium rates will not pyramid with other premium rates or overtime.
- (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 three (3) 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.
- (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 three (3) 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 three hours, the Employee will receive compensation for three (3) hours at the rate of time and one-half (1½ 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. Effective as of the date of this 2024-2025 Agreement, the annual clothing allowance will increase to \$500.00.
- (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.

Section 4.12 Deferred Retirement Option Program ("DROP")

- (a) On or before January 1, 2025, the County Executive will submit proposed legislation seeking that employees covered by this Agreement be deemed eligible to participate in the Deferred Retirement Option Program ("DROP"), with enhancements as described in the Frederick County Uniformed Employees Retirement Plan Article XVII, effective July 1, 2024. Eligibility will apply only to those retirement applications filed after the adoption of the legislation. In the event there is a question or conflict in interpretation or application of the plan and the benefits described herein, the terms of the policies and/or other plan documents will control. Plan terms and documents, including summary plan descriptions, may change periodically. The enhancements are summarized as follows:
 - i. The Participant's anticipated Years of Eligibility Service at the end of the DROP participation period shall not exceed 31.0 Years of Eligibility Service.
 - ii. A DROP Participant shall contribute four percent (4%) by payroll deduction to the Frederick County Uniformed Employees Retirement Plan related to administration of the plans.
 - iii. A DROP Participant shall contribute five percent (5%) by payroll deduction to their DROP Account on a bi-weekly basis for the duration of their DROP participation period.
 - iv. A DROP Participant that voluntarily separates from employment with the County prior to the completion of their DROP period, for any reason other than death or Total and Permanent Disability, shall be paid the amount accrued in their DROP Account, determined in accordance with Section 17.7, as adjusted for investment gains and losses determined pursuant to Section 17.10 through as soon as reasonably practical before the date of payment and shall forfeit an amount equal to the amount contributed in number iii.
- (b) Proposed legislation drafted pursuant to this Agreement will be reviewed and approved by both parties prior to submission to the Frederick County Council.
- (c) The parties agree to fully support the legislative proposals drafted pursuant to this Agreement and make a good faith effort to obtain their approval by the Frederick County Council.

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.

Section 5.04 Post Employment Health Insurance Coverage

- (a) Employees who subsequently retire during the term of this Agreement and are eligible for post-retirement health insurance benefits will be eligible to receive health (medical, dental, vision, prescription, etc.) insurance benefits, provided that they immediately elect to receive monthly pension benefits from the Frederick County Employees Retirement Plan or the Maryland State Retirement Plan, as outlined in the County's then-current Post Employment Health Benefit Policy 10.2, as may be amended.
 - i. Employees covered by this Agreement who retire after twenty Years of Creditable Service shall pay 50% of the annual estimated coverage costs (premium equivalent) for health plan coverage with the remainder paid by the County. With an additional five Years of Creditable Service, the percentage of the premium for health plan coverage paid by the employee shall decrease by 5% and the percentage paid by the County shall increase by 5% (i.e., retirees with 20 Years of Creditable Service shall pay 50% of the premium for health plan coverage; retirees with 25 Years of Creditable Service or more shall pay 45% of the premium for health plan coverage).
 - ii. Except as described herein, if a retiree is eligible for a different contribution percentage based on hire/service date and years of service as outlined in the Post Employment Health Benefits Policy, as may be amended, that contribution percentage would apply.
- (b) In the event there is a question or conflict in interpretation or application of these insurance plans and the benefits described herein, the terms of the insurance policies and/or other plan documents will control. Plan terms and documents, including summary plan descriptions, may change periodically.

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, 2024, and remain in full force and effect until June 30, 2025, and thereafter from year to year unless either party gives sixty (60) days written notice to the other prior to June 30, 2025, 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

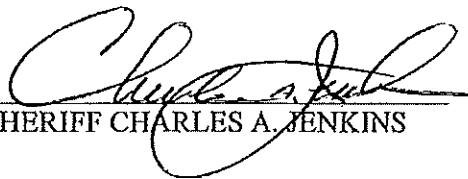
Each party recognizes that it had full opportunity to bargain for all proposals and to present demands, whether advanced in negotiations or not, and each party waives any rights it may have, and each agrees that the other shall not be obligated to bargain collectively with respect to changes in wages, 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

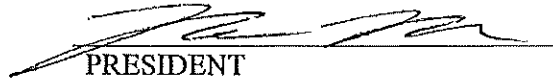
No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement by the parties intended to be bound thereby.

2024 IN WITNESS WHEREOF, the parties have executed this Agreement effective this day of June 2024.

FREDERICK COUNTY SHERIFF'S
OFFICE:


SHERIFF CHARLES A. JENKINS

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


PRESIDENT

Attachments:

Attachment "A": FY25 FCSO Uniformed Law Enforcement Step and Grade Pay Scale

Grade	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					
	0 - 12			13 - 24			25 - 36			37 - 48			49 - 60			61 - 72			73 - 84					
Months of Svc	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly			
Deputy	63,692	2449.70	30,62.13	66,558	2559.94	31,999.3	69,425	2670.17	33,377.2	72,291	2750.41	34,755.2	75,157	2890.55	36,133.1	78,023	3000.88	37,511.1	80,889	3111.12	38,889.0			
DFC	70,082	2659.68	33,663.6	73,215	2615.94	35,199.3	76,367	2937.20	36,715.1	79,520	3058.47	38,230.9	82,673	3179.73	39,746.6	85,826	3300.99	41,262.4	88,978	3422.25	42,778.1			
Corporal	77,067	2956.13	37,051.6	80,535	3097.51	36,719.0	84,003	3230.90	40,386.3	87,471	3354.28	42,033.6	90,939	3497.67	43,720.8	94,407	3631.06	45,388.2	97,875	3764.44	47,056.6			
Sergeant	84,775	3260.56	40,757.0	88,589	3407.29	42,591.1	92,404	3554.01	44,425.2	96,219	3700.74	46,255.2	100,034	3847.46	48,093.3	103,849	3994.19	48,927.4	107,664	4140.91	51,761.4			
Lieutenant	93,251	3566.59	44,832.4	97,448	3747.99	46,849.9	101,644	3908.38	48,867.4	105,840	4070.78	50,884.8	110,037	4232.18	52,902.3	114,233	4393.57	54,919.7	118,429	4554.97	56,937.2			
Captain	102,576	3945.24	49,315.5	107,192	4122.77	51,534.7	111,808	4300.31	53,753.9	116,424	4477.95	55,973.1	121,040	4655.38	58,192.3	125,656	4832.92	60,411.5	130,272	5010.45	62,930.7			
Major	112,894	4393.76	54,247.1	117,911	4535.05	56,688.2	122,989	4730.34	59,129.3	128,066	4925.63	61,570.4	133,144	5120.92	64,011.5	138,221	5316.21	66,452.7	143,299	5511.50	68,993.8			
Lt Colonel	124,118	4773.75	59,671.9	129,703	4988.57	62,357.2	135,288	5203.39	65,042.4	140,873	5418.21	67,727.6	146,459	5633.03	70,412.9	152,044	5847.84	73,098.1	157,629	6062.66	75,783.3			
Chief Deputy	136,529	5251.12	65,639.0	142,673	5497.42	68,592.8	148,817	5723.72	71,546.5	154,960	5960.02	74,500.3	161,104	6196.32	77,454.0	167,248	6432.62	80,407.8	173,392	6666.92	83,361.5			
Months of Svc	Step 8			Step 9			Step 10			Step 11			Step 12			Step 13			Step 14			Step 15		
	Years 8 & 9			Years 10 & 11			Years 12 & 13			Years 14 & 15			Years 16 & 17			Years 18 & 19			Years 20 & 21			Years 22+		
	85 - 108			109 - 132			133 - 156			157 - 180			181 - 204			205-228			229 - 252			253 +		
Grade	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly			
Deputy	83,755	3221.36	40,287.0	86,621	3331.59	41,645.0	89,488	3441.83	43,022.9	92,354	3552.07	44,400.9	95,220	3662.30	45,778.8	98,086	3772.54	47,156.8	100,952	3882.78	48,534.7			
DFC	92,131	3543.51	44,293.9	95,284	3664.77	45,809.7	98,437	3786.03	47,325.4	101,590	3907.29	48,841.2	104,742	4028.55	50,356.9	107,895	4149.81	51,872.7	111,048	4271.07	53,386.5			
Corporal	101,343	3897.83	48,722.9	104,812	4031.21	50,390.2	108,280	4158.60	52,057.5	111,748	4297.98	53,724.9	115,216	4431.37	55,392.2	118,684	4584.76	57,059.5	122,152	4698.14	58,728.6			
Sergeant	111,479	4287.64	53,565.5	115,293	4434.36	55,429.6	119,108	4581.09	57,263.6	122,923	4727.81	58,097.7	126,738	4874.54	60,091.8	130,553	5021.26	62,785.6	134,308	5167.99	64,589.9			
Lieutenant	122,628	4716.37	58,954.6	126,802	4877.74	60,972.1	131,018	5039.16	62,989.6	135,215	5200.56	65,007.0	139,411	5361.95	67,024.5	143,607	5523.65	68,041.4	147,803	5684.75	71,058.4			
Captain	134,898	5187.99	64,849.9	139,504	5385.52	67,069.1	144,120	5543.06	69,289.3	148,735	5720.60	71,507.5	153,351	5988.13	73,726.7	157,967	6205.87	75,945.9	162,583	6253.20	78,165.1			
Major	148,376	5706.79	71,334.9	153,454	5802.08	73,776.0	158,532	6097.37	76,217.1	163,609	6292.66	78,658.2	168,687	6487.94	81,099.4	173,764	6683.23	83,540.5	178,842	6878.52	85,991.6			
Lt Colonel	163,215	6277.48	78,486.6	168,800	6492.30	81,153.8	174,385	6707.12	83,839.0	179,970	6921.94	86,524.3	185,556	7136.76	86,209.5	191,141	7351.58	91,884.8	196,726	7566.39	94,580.0			
Chief Deputy	179,536	6905.22	86,315.3	185,080	7141.52	89,269.1	191,823	7377.82	92,222.8	197,967	7614.12	95,178.6	204,111	7850.42	98,130.3	210,255	8086.72	101,084.1	216,369	8323.02	104,037.8			
																</								

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

**EFFECTIVE:
July 1, 2024 – June 30, 2025**

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COLLECTIVE BARGAINING AGREEMENT

This COLLECTIVE BARGAINING AGREEMENT is made this 23 day of May 2024, 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 \$500.00 paid in two installments of \$250.00 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, 2024, the FY24 FCSO Uniformed Corrections Step and Grade Pay Scale existing pay scale will be adjusted by a six percent (6%) market adjustment. Attachment "A" hereto (FY25 FCSO Uniformed Corrections Step and Grade Pay Scale effective July 1, 2024) reflects the pay scale with a 6% increase. Even if a cost-of-living adjustment is approved for other County staff, only the 6% market adjustment will be applied to FY25 FCSO Uniformed Corrections Step and Grade Pay Scale.
- (c) During the fiscal year 2025, Employees will be eligible for step increases on their FCSO service anniversary date, if applicable, and will be paid pursuant to the attached FY25 FCSO Uniformed Corrections Step and Grade Pay Scale.
- (d) 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 for all hours worked, excluding overtime hours, between 8 pm and 8 am. Effective July 1, 2024, that differential will be seven percent (7%) of the Uniformed Corrections base salary hourly rate (Step 1). The amount will automatically increase at such time as the Uniformed Corrections 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) addition 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

- (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 3.11, all Employees shall be considered essential Employees for public safety emergencies.
- (d) 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.
- (e) 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.

Section 3.12 Deferred Retirement Option Program ("DROP")

- (a) On or before January 1, 2025, the County Executive will submit proposed legislation seeking that employees covered by this Agreement be deemed eligible to participate in the Deferred Retirement Option Program ("DROP"), with enhancements as described in the Frederick County Uniformed Employees Retirement Plan Article XVII, effective July 1, 2024. Eligibility will apply only to those retirement applications filed after the adoption of the legislation. In the event there is a question or conflict in interpretation or application of the plan and the benefits described herein, the terms of the policies and/or other plan documents will control. Plan terms and documents, including summary plan descriptions, may change periodically. The enhancements are summarized as follows:
 - i. The Participant's anticipated Years of Eligibility Service at the end of the DROP participation period shall not exceed 31.0 Years of Eligibility Service.
 - ii. A DROP Participant shall contribute four percent (4%) by payroll deduction to the Frederick County Uniformed Employees Retirement Plan related to administration of the plans.
 - iii. A DROP Participant shall contribute five percent (5%) by payroll deduction to their DROP Account on a bi-weekly basis for the duration of their DROP participation period.
 - iv. A DROP Participant that voluntarily separates from employment with the County prior to the completion of their DROP period, for any reason other than death or

Total and Permanent Disability, shall be paid the amount accrued in their DROP Account, determined in accordance with Section 17.7, as adjusted for investment gains and losses determined pursuant to Section 17.10 through as soon as reasonably practical before the date of payment and shall forfeit an amount equal to the amount contributed in number iii.

- (b) Proposed legislation drafted pursuant to this Agreement will be reviewed and approved by both parties prior to submission to the Frederick County Council.
- (c) The parties agree to fully support the legislative proposals drafted pursuant to this Agreement and make a good faith effort to obtain their approval by the Frederick County Council.

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. POST EMPLOYMENT HEALTH INSURANCE COVERAGE

- (a) Employees who subsequently retire during the term of this Agreement and are eligible for post-retirement health insurance benefits will be eligible to receive health (medical, dental, vision, prescription, etc.) insurance benefits, provided that they immediately elect to receive monthly pension benefits from the Frederick County Employees Retirement Plan or the Maryland State Retirement Plan, as outlined in the County's then-current Post Employment Health Benefit Policy 10.2, as may be amended.

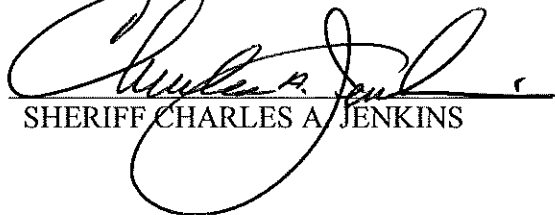
- i. Employees covered by this Agreement who retire after twenty Years of Creditable Service shall pay 50% of the annual estimated coverage costs (premium equivalent) for health plan coverage with the remainder paid by the County. With an additional five Years of Creditable Service, the percentage of the premium for health plan coverage paid by the employee shall decrease by 5% and the percentage paid by the County shall increase by 5% (i.e., retirees with 20 Years of Creditable Service shall pay 50% of the premium for health plan coverage; retirees with 25 Years of Creditable Service or more shall pay 45% of the premium for health plan coverage).
 - ii. Except as described herein, if a retiree is eligible for a different contribution percentage based on hire/service date and years of service as outlined in the Post Employment Health Benefits Policy, as may be amended, that contribution percentage would apply.
- (b) In the event there is a question or conflict in interpretation or application of these insurance plans and the benefits described herein, the terms of the insurance policies and/or other plan documents will control. Plan terms and documents, including summary plan descriptions, may change periodically.

ARTICLE VIII. DURATION AND FINALITY OF AGREEMENT

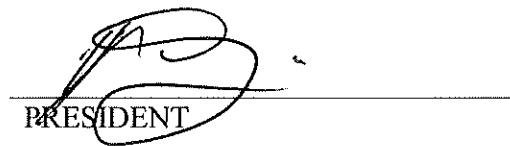
- (a) This agreement shall become effective as of July 1, 2024, and shall remain in full force and effective until June 30, 2025.
- (b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties through their duly authorized representatives, 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, 2025.
- (d) In the event that the parties do not agree on a successor agreement by June 30, 2025, 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 23rd
day of May 2024.

FREDERICK COUNTY SHERIFF'S
OFFICE:


SHERIFF CHARLES A. JENKINS

FRATERNAL ORDER OF POLICE
LODGE NO. 102A


PRESIDENT

Attachments:

Attachment "A": FY25 FCSO Uniformed Corrections Step and Grade Pay Scale

Grade	Step 8		Step 9		Step 10		Step 11		Step 12		Step 13		Step 14		Step 15		Step Increment (4.5% of Step 1)				
	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual		biweekly	hourly		
CO	54,567	2098.72	26,234.0	57,022	2193.16	27,414.6	59,478	2287.60	28,595.1	61,933	2382.05	29,775.6	64,389	2476.49	30,956.1	66,844	2570.93	32,136.7	69,300	2665.37	33,317.2
CFC	60,024	2308.60	28,857.5	62,725	2412.49	30,155.1	65,426	2516.37	31,454.7	68,127	2620.26	32,753.3	70,828	2724.15	34,051.9	73,529	2828.03	35,350.5	76,230	2931.92	36,649.1
Corporal	66,027	2539.52	31,744.0	68,999	2653.79	33,172.5	71,970	2768.07	34,600.9	74,941	2882.35	36,029.4	77,912	2996.63	37,457.9	80,884	3110.91	38,886.4	83,855	3225.18	40,314.9
Sergeant	72,629	2793.43	34,917.9	75,697	2919.13	36,489.2	79,166	3044.83	38,060.5	82,434	3170.54	39,631.8	85,702	3286.24	41,203.1	88,971	3421.95	42,774.4	92,239	3547.65	44,345.7
Lieutenant	79,892	3072.78	38,409.8	83,487	3211.05	40,138.2	87,082	3349.33	41,866.6	90,678	3487.60	43,595.1	94,273	3625.88	45,323.5	97,868	3764.15	47,051.9	101,463	3902.43	48,780.4
Captain	87,881	3380.05	42,250.7	91,836	3532.16	44,152.0	95,791	3684.26	46,033.3	99,745	3836.36	47,954.6	103,700	3988.46	48,855.9	107,655	4140.57	51,757.1	111,609	4282.67	53,658.4
Major	96,670	3718.07	46,476.0	101,020	3885.39	48,567.4	105,370	4052.70	50,658.8	109,720	4220.01	52,750.2	114,070	4387.33	54,841.6	118,421	4554.54	56,933.0	122,771	4721.96	59,024.4
Lt.Colonel	106,336	4089.85	51,123.1	111,121	4273.89	53,423.7	115,906	4457.93	55,724.2	120,691	4641.98	58,024.8	125,477	4826.02	60,325.3	130,262	5010.06	62,625.8	135,047	5194.11	64,926.4
Months of Svc	Step 8		Step 9		Step 10		Step 11		Step 12		Step 13		Step 14		Step 15		Step Increment (4.5% of Step 1)				
	Years 8 & 9		Years 10 & 11		Years 12 & 13		Years 14 & 15		Years 16 & 17		Years 18 & 19		Years 20 & 21		Years 22+						
	85 - 108		109 - 132		133 - 156		157 - 180		181 - 204		205-228		229 - 252		253 +						
Grade	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly	annual	biweekly	hourly
CO	71,755	2759.81	34,487.7	74,211	2854.26	35,678.3	76,666	2948.70	36,856.8	79,122	3043.14	38,039.3	81,577	3137.58	39,219.9	84,033	3232.03	40,400.4	86,488	3326.47	41,580.9
CFC	78,931	3035.81	37,947.6	81,632	3139.69	39,246.2	84,333	3243.58	40,544.8	87,034	3347.47	41,834.3	89,735	3451.35	43,142.0	92,436	3555.24	44,440.6	95,137	3659.13	45,739.2
Corporal	86,826	3339.46	41,743.3	89,797	3453.74	43,177.8	92,768	3568.02	44,600.3	95,740	3682.30	46,028.8	98,711	3796.58	47,457.2	101,682	3910.65	48,885.7	104,653	4025.13	50,314.2
Sergeant	95,507	3673.36	45,917.0	98,776	3799.06	47,488.3	102,044	3924.76	48,059.6	105,312	4050.47	50,630.9	108,580	4176.17	52,202.2	111,849	4301.88	53,773.5	115,117	4427.58	55,344.8
Lieutenant	105,058	4040.70	50,508.8	108,653	4178.98	52,237.3	112,249	4317.25	53,965.7	115,844	4455.53	55,694.1	119,439	4593.80	57,422.6	123,034	4732.08	59,151.0	126,629	4870.35	60,879.4
Captain	115,564	4444.77	55,559.7	119,519	4596.87	57,461.0	123,473	4748.98	58,362.3	127,428	4901.08	61,263.5	131,383	5053.18	63,164.8	135,337	5205.28	65,066.1	139,292	5357.39	66,967.4
Major	127,121	4889.27	61,115.9	131,471	5056.58	63,207.3	135,821	5223.88	65,299.7	140,171	5391.20	67,390.1	144,521	5556.52	68,481.5	148,872	5725.83	71,572.9	153,222	5893.14	73,664.4
Lt.Colonel	139,832	5378.15	67,226.9	144,617	5562.19	69,527.4	149,402	5746.23	71,828.0	154,187	5930.28	74,128.5	158,972	6114.32	76,429.1	163,757	6298.36	78,729.6	168,543	6482.41	81,030.1
	4.5% mtd add																			4,795 mtd add	