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 <u>23</u> day of May 2024, by and between the SHERIFF OF FREDERICK COUNTY, MARYLAND, hereinafter referred to as the "<u>Sheriff</u>" and the FRATERNAL ORDER OF POLICE LODGE NO. 102A, hereinafter referred to as the "<u>FOP 102A</u>", was reached pursuant to collective bargaining (the "<u>Agreement</u>").

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(1)(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	Step 2	Step 3	Step 4	Step 5
Year 1	Year 2	Year 3	Year 4	Year 5
Step 6	Step 7	Step 8	Step 9	Step 10
Year 6	Year 7	Years 8 & 9	Years 10 & 11	Years 12 & 13
Step 11	Step 12	Step 13	Step 14	Step 15
Years 14 & 15	Years 16 & 17	Years 18 & 19	20 & 21	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 <u>Section 3.11</u>, all Employees shall be considered essential Employees for public safety emergencies.
- (d) For the purpose of this <u>Section 3.11</u>, 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 <u>Section 3.11</u> 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 partie day of2024.	es have executed this Agreement effective this <u>23 rd</u>
FREDERICK COUNTY SHERIFF'S	FRATERNAL ORDER OF POLICE

SHERIFF CHARLES A. JENKINS

All

LODGE NO. 102A

Attachments:

OFFIFE:

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

FY25 Frederick County Sheriff's Office Uniformed Corrections Step and Grade Pay Scale

Effective July 1, 2024

Lt.Colonel	Major	Captain	Lieutenant	Sergeant	Corporal	CFC	8	Grade	Months of Svc			Lt.Colonel	Major	Captain	Lieutenant	Sergeant	Corporal	CFC	8	Grade	Months of Svc		
139,832	127,121	115,564	105,058	95,507	86,826	78,931	71,755	annual	C			106,336	96,670	87,881	79,892	72,629	66,027	60,024	54,567	annual	0		
5378.15	4889.27	4444.77	4040.70	3673.36	3339,46	3035.81	2759.81	biweekly	85 - 108	Years 8 & 9	Step 8	4089.85	3718.07 46.4760	3380.05	3072.78	2793.43	2539.52	2308,60	2098.72	biweekly	0 - 12	Year 1	Step 1
57.2269 1	61.1159 1	55.5597 1	50.5088 1	45.9170		37.9476	34,4977	hourly				51.1231 111,121	46,4760 10	42.2507 9	38,4098 8	34.9179 7	31.7440 6	28.8575 6	26.2340 5	hourly			
44,617 55	131,471 50	119,519 45	108,653 41	98,776 37	89,797 34	81,632 31	74,211 28	annual biv	109	Years	δ		101,020 38	91,836 35	83,487 32	75,897 29	68,999 26	62,725 24	57,022 21	annual biv	13	ž	တ္သ
5378.15 67.2269 144,617 5562.19 69.5274	5056.58 63.2073	4596.87 57.4610	4178.98 52.2373	3799.06 47.4883	3453.74 43.1718	3139.69 39.2462	2854.26 35.6783	biweekly ho	109 - 132	Years 10 & 11	Step 9	4273.89 53.4237	3885.39 48.5674	3532.16 44.1520	3211.05 40.1382	2919.13 36.4892	2653.79 33.1725	2412,49 30.1561	2193.16 27.4146	bìweekly ho	13 - 24	Year 2	Step 2
274 149,402	073 135,821	610 123,473	373 112,249	1883 102,044	718 92,768	462 84,333	783 76,666	hourly ann				237 115,906	674 105,370	520 95,791	382 87,082	892 79,166	725 71,970	561 65,426	1146 59,478	hourly annual			
	21 5223.89	73 4748.98	49 4317.25	44 3924.76	68 3568.02	33 3243.58	66 2948.70	annual biweekly	133 - 156	Years 12 & 13	Step 10	06 4457.93	70 4052.70	3684.26	3349.33	3044,83	0 2768.07	2516.37	78 2287.50	ual biweekly	25 - 36	Year 3	Step 3
5746.23 71.8280	9 65,2987	18 59.3623	5 53.9657	6 49.0596	2 44,6003	8 40.5448	0 36.8588	ly hourly	ő	k 13		3 55.7242	0 50.6588	6 46.0533	3 41,8666	38,0605	7 34.6009	7 31,4547	0 28.5951	ly hourly			
154,187	140,171	127,428	115,844	105,312	95,740	87,034	79,122			Yes		120,691 4641.98	109,720	99,745	90,678	82,434	74,941	68,127	61,933	annual			
5930.28 74.1285	5391.20 6	4901.08 6	4455.53 5	4050.47 5	3682.30 4	3347.47 4	3043.14 3	annual biweekly	157 - 180	Years 14 & 15	Step 11		4220.01 5	3836.36 4	3487,60 4	3170.54 3	2882.35 3	2620.26 3:	2382.05 2	biweekly	37 - 48	Year 4	Step 4
	67.3901 14	61.2635 13	55.6941 11	50.6309 10	46.0288 9	41.8434 8	38.0393 8	hounly a				58.0248 12	52,7502 11	47.9546 10	43.5951 9	39.6318 8	36.0294 7	32.7533 7	29.7756 6	hourly a			
158,972 6114.32	144,521 5558.52	131,383 5053.18	119,439 4593.80	108,580 4176.17	98,711 3796.58	89,735 3451.35	81,577 3137,58	annual biweekly	181 - 204	Years 16 & 17	Step 12	125,477 4826.02	114,070 4387.33	103,700 3988.46	94,273 3625.88	85,702 329	77,912 2996.63	70,828 2724.15	64,389 2476.49	annual biweekly	49 - 60	Year 5	Step 5
4.32 76,4291	8.52 69.4815	3.18 63.1648	3.80 57.4226	6.17 52.2022	5.58 47.4572	1.35 43.1420	7.58 39.2199	ekly hourly	204	6 & 17	12		7.33 54.8416	8.46 49.8559	5.88 45.3235	3296.24 41.2031	5.63 37,4579	4.15 34.0519	6,49 30,9561	eklý hourly	60	7.5	ŭ
91 163,757	15 148,872	48 135,337	26 123,034	22 111,849	72 101,682	20 92,436	99 84,033					3253 130,262 5010.06 62,6258	16 118,421	59 107,655	35 97,868	31 88,971	79 80,884	19 73,529	66,844	dy annual			
6298.36 78.7296	5725,83	5205.28 65.0661	4732.08	4301.88	3910.85	3555.24 44.4406	3232.03	annual biweekly	205-228	Years 18 & 19	Step 13	5010.06	4554,64 56,9330	4140.57 51.7571	3764.15	3421,95	3110.91 38.8864	2828.03	2570.93	biweekly	61 - 72	Year 6	Step 6
78.7296	71.5729	65.0661	59,1510	53,7735	48.8857	44.4406	40,4004	hourly		9		62,6258	56,9330	51.7571	47.0519	42.7744	38.8864	35.3505	32.1367	hourly			
168,543	153,222	139,292	126,629	115,117	104,653	95,137	86,488	annual biweekly	22	Year	S	135,047	122,771	111,609	101,463	92,239	83,855	76,230	69,300 2	annuaí b	7;	~	ω
6482.41 81.0301	5893.14 73.6644	5357.39 66.9674	4870.35 60.8794	4427.58 55.3448	4025.13 50.3142	3659.13 45.7392	3326.47 41.5809		229 - 252	Years 20 & 21	Step 14	135,047 5194.11 64.9264	4721,95 59.	4292.67 53.	3902,43 48.	3547.65 44.3457	3225.18 40.3149	2931.92 36.	2665.37 33.	biweekly h	73 - 84	Year 7	Step 7
								hourly ar					59.0244	53.6584	48.7804	3457	3149	36,6491	33.3172	hourly			
173,328 6666.45	157,572 6060.46	143,247 5509.49	130,224 5008.63	118,385 4553.28	107,625 4139.41	97,838 3763.02	88,944 3420.91	annuat blweekly	253 +	Years 22+	Step 15												
.45 83.3307	,46 75.7558	,49 68.8687	.63 62.6079	.28 56.9161	.41 51.7427	.02 47.0377	.91 42.7614	kly hourly		22+	5												
7 4,785 4.5% mkt adj.	8 4,350	7 3,955	9 3,595	1 3,268	7 2,971	7 2,701	4 2,456	¥	(4.5% of Step 1)	Increment	Ş												