

MEMORANDUM OF UNDERSTANDING
between
THE COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND,
and
THE SHERIFF OF CHARLES COUNTY
and
THE CHARLES COUNTY CORRECTIONAL OFFICERS ASSOCIATION

April 17, 2017

The County Commissioners of Charles County ("Commissioners"), the Sheriff of Charles County ("Sheriff") and the Charles County Correctional Officers Association ("CCCOA") hereby enter into the following Memorandum of Understanding for the period of July 1, 2017 through June 30, 2018 (Fiscal Year 2018).

Employer Proposal A: Benefits

- (1) Unless restricted by a specific term of this Agreement, Officers shall be provided health, dental, and vision insurance, life insurance, long term disability insurance, and other County-administered employee benefits under the same terms and conditions as Charles County employees who are not covered by the terms of a Memorandum of Understanding or collective bargaining agreement.
- (2) During the term of this Agreement (i.e., Fiscal Year 2018), retiree medical benefits for current Officers will not be modified. Any change in retiree medical benefits will be negotiated with CCCOA, in accordance with the provisions of Section 2-309(j)(5) of the Courts and Judicial Proceedings Article.

Employer Proposal B: Wages

- (1) Officers who are eligible for a merit increase during Fiscal Year 2018 will receive such an increase.
- (2) Officers who are on the payroll on July 1, 2017 will be paid a one-time bonus of \$250 per employee, to be paid in a lump sum (less withholding for taxes) within 60 days after July 1, 2017.

Employer Proposal C: Holiday Leave

Delete current Article VI, Section VIII "Holiday Leave," and replace with the following language:

- (A) Each Officer will receive fourteen (14) holiday leave days per calendar year (fifteen (15) holiday leave days in a general election year). Holiday leave accumulated under this section will reside in the holiday leave account.
- (B) Effective January 1, 2018, officers will receive fourteen (14) Holiday Leave days in their account on January 1st of each year (fifteen (15) holiday leave days in a general election year). These leave days must be exhausted prior to December 31st of each

year or they will be forfeited. The leave earned in accordance with this policy will be maintained in a separate account from the Officers' existing Holiday Leave, until such time as the final cap described in paragraph (D) is reached on December 31, 2019.

(C) Effective January 1, 2018, Officers will earn holiday leave in increments of single days, as detailed in paragraph (B) of this section. Upon implementation of this policy, existing holiday leave banks depicting hours will be converted to days based upon the hourly schedule the employee is currently assigned. For purposes of converting the leave hours into days, any remaining hours which made up fractions of a day shall be rounded up. Once implemented, holiday leave will be earned, granted and deducted in increments of full days.

(D) Effective December 31, 2018, caps will be placed upon Officers' Holiday Leave accounts. The caps will decrease annually until a maximum cap of 15 days is reached on December 31, 2019. Prior to December 31, 2019, the following caps will be in effect:

- 20 days effective December 31, 2018
- 15 days effective December 31, 2019

Any Holiday Leave in excess of those caps shall be forfeited from the leave account.

(E) If an Officer believes that he or she has made a "good faith" attempt to use Holiday Leave but was denied the opportunity to do so and is therefore at risk of forfeiting the leave in accordance with this policy, the Officer may challenge the potential forfeiture through the grievance resolution procedure established by Section 3-750 of the Administrative Operations Manual. Such grievance shall be filed with the Grievance Review Board, and may be appealed to an Assistant Sheriff. The decision of an Assistant Sheriff shall be final and binding on all parties.

Employer Proposal D: Holiday Leave Buyback

- (1) On July 1, 2017, each Officer who has at least 50 hours of "Holiday Leave" accrued in his or her account may elect to "sell" any hours accrued over 50 hours up to a total of 200 hours of Holiday Leave from that leave account to the Office of the Sheriff at a rate of Fifteen Dollars (\$15.00) per hour. An Officer electing to sell Holiday Leave must notify the Office of the Sheriff of his or her intent to do so, in writing, no later than August 1, 2017.
- (2) On September 1, 2017, the Office of the Sheriff will deduct the amount of leave sold from the Officer's account. The Officer will receive payment for the leave no later than October 16, 2017.

Employer Proposal E: Personal Leave

Revise Article VI, Section I to read as follows:

"Each officer will receive a total of three (3) personal leave days to be used in accordance with Section 3-615 of the A.O.M. Personal Leave shall expire at the end of the calendar year the leave was earned. Personal Leave shall have no cash value, and shall not be compensable in any way upon separation from the Agency."

Employer Proposal F: Duration

The Agreement will be effective from July 1, 2017 to June 30, 2018.

Union Proposal 6: Agency Shop

- (1) Pursuant to Section 2-309(j)(5)(iii)(5) of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, an officer who is not a member of CCCOA will be required to pay a proportional service fee for costs associated with the administration and enforcement of this agreement.
- (2) Officers wishing to join the CCCOA may do so at any time throughout the year. Such request and authorization must be made in writing to the CCCOA. Membership will continue from year to year unless revoked in writing by the Member not less than thirty days, but not more than sixty days, prior to the Member's anniversary date. Revocation will take effect on the Member's anniversary date
- (3) The Charles County Payroll Office agrees to deduct CCCOA dues and/or service fees from the pay of any eligible employee who it is certified to represent if the employee has authorized such deductions in writing on a form approved by the Employer. The Charles County Payroll Office shall transmit such monies to the CCCOA within fourteen (14) days of said deduction without cost to the CCCOA.
- (4) Such written authorization shall be continued from year to year unless revoked by written notice from the employee to the CCCOA. CCCOA is solely responsible for providing a copy of such revocation to the Charles County Payroll Office. Regardless of when such written revocation is received by the Charles County Payroll Office, the dues deduction/service fee will be not be discontinued until the first full pay period after the officer's employment anniversary date.
- (5) Should CCCOA elect to enforce any rights it has to collect membership dues and/or service fees, the Office of the Sheriff will not interfere in such an effort.

(6) CCCOA agrees to hold harmless and indemnify the Office of the Sheriff and the County Commissioners of Charles County for any legal expenses and/or liability arising out of the application of the action.

Union Proposal 7: Overtime for Officers on Modified Duty

- (1) An Officer on "restricted" or "light" duty is not permitted to sign up for pre-scheduled overtime more than four (4) calendar days in advance of the date on which the overtime is to be worked.
- (2) In the event that "short notice" overtime becomes available, an Officer on restricted or light duty is eligible to work such overtime, consistent with any medical limitations in place.

AGREED AND ACCEPTED:

THE COUNTY COMMISSIONERS
OF CHARLES COUNTY, MARYLAND

By: Peter F. Murphy

DATE: June 13, 2017

CHARLES COUNTY CORRECTIONAL
OFFICERS ASSOCIATION

By: J. L. C.

DATE: 6. 24. 17

SHERIFF OF CHARLES COUNTY

By: Sheriff J. A. B.

DATE: 6. 21. 17

Charles County Correctional Officers Association, Inc.
Post Office Box 388
La Plata, MD 20646

I, _____, Employee, authorize the Charles County Payroll Office to deduct from my earnings the amount designated in the Charles County Correctional Officers Association ("CCCOA") by-laws for annual dues and/or service fee. I authorize the deduction to be paid to the Charles County Correctional Officers Association, Inc., Post Office Box 388, LaPlata, MD 20646. Such written authorization shall be continued from year to year unless revoked in writing by the undersigned to the CCCOA. CCCOA is solely responsible for providing a copy of such revocation to the Charles County Payroll Office. I understand that regardless of when such written revocation is received by the Charles County Payroll Office, the dues deduction/service fee will not be discontinued until the first full pay period after my employment anniversary date.

Date _____

Signature _____

Printed Name of Employee _____

Home Address _____

Date of Hire _____