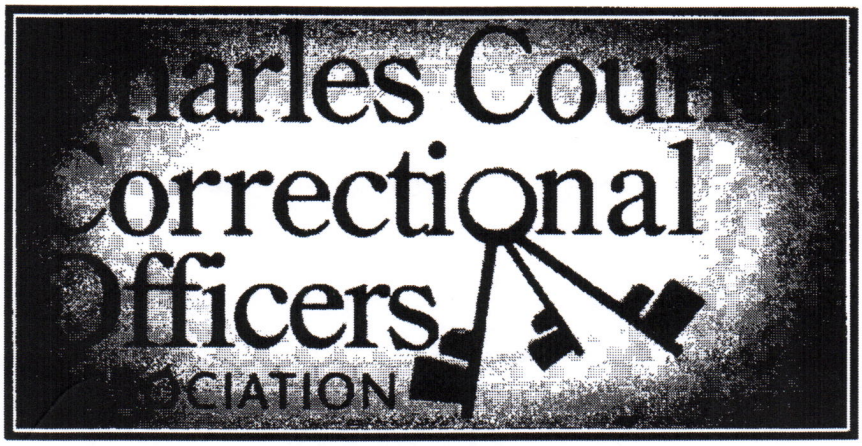

Memorandum of Understanding

By and Between

The Charles County Correctional Officers Association

And

The Charles County Sheriff's Office

July 1, 2016 -June 30, 2017

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Preamble

This Agreement is entered into by and between the Sheriff and the Office of the Sheriff for Charles County, Maryland (hereinafter "Office of the Sheriff" or "Agency" or "Sheriff's Office") and the Charles County Correctional Officers Association (hereinafter "CCCOA" or "Association") pursuant to Section 2-309(j)(S)(v) of the Courts and Judicial Proceedings Article of the Maryland Code. The purposes of this Agreement are the promotion of harmonious relations between the Office of the Sheriff and CCCOA, the establishment of an equitable and peaceful procedure for the resolution of differences, and the specification of the parties' agreement with respect to matters that are subject to collective bargaining under the governing law.

Article 1
Recognition

The Office of the Sheriff recognizes CCCOA as the exclusive bargaining representative for all full-time, correctional officers employed by the Office of the Sheriff, at the rank/title of master sergeant and below.

Article II
Management Rights

The Office of the Sheriff has and retains the sole right and responsibility to administer the Charles County Sheriff's Office in accordance with applicable federal and state law, county charter, or county laws or resolutions. Such rights are limited only to the extent specifically modified by this Agreement or by matter incorporated into this Agreement. The Office of the Sheriff retains all rights and authority, which the Office of the Sheriff has not officially abridged, delegated, or modified by this Agreement. These rights and responsibilities include, but are not limited to, those that allow the Sheriff and the Office of the Sheriff, through their appropriate officers and employees, to:

1. Determine the mission; budget; organization; numbers, types, and grades of employees assigned; work projects, tours of duty, and methods, means, and personnel by which its operations are conducted; technology needs; internal security practices; and relocation of its facilities;
2. Maintain and improve the efficiency and effectiveness of governmental operations;
3. Determine the services to be rendered, operations to be performed, and technology to be used;
4. Determine the overall methods, processes, means, and classes of work or personnel by which governmental operations are to be conducted;
5. Hire, direct, supervise, and assign employees;
6. Promote, demote, discipline, discharge, retain, and lay off employees; and terminate employment because of lack of funds, lack of work, a determination by the employer that continued work would be inefficient or nonproductive, or for other legitimate reasons;
7. Set the qualifications of employees for appointment and promotions;
8. Set standards of conduct;
9. Adopt office rules, regulations, and procedures;
10. Provide a system of merit employment according to a standard of business efficiency; and
11. Take actions, not otherwise specified in this paragraph, to carry out the mission of the Office of the Sheriff of Charles County.

These rights and responsibilities are limited to the extent modified by this Agreement, or by matters incorporated into this Agreement.

Article III
Organizational Security

Section I. Payroll Dues Deductions
Upon receipt from CCCOA of a written authorization from an individual officer covered by this Agreement for deduction of dues, CCCOA shall be entitled to have membership dues deducted on a bi-weekly basis from the paychecks of all officers covered by this Agreement. The amounts to be deducted shall be certified to the Office of the Sheriff by the Treasurer or other appropriate official of CCCOA, and the aggregate deductions from all officers shall be remitted monthly to CCCOA.

Section II. Payroll: Political Action Committee
If in the event the CCCOA forms a Political Action Committee (PAC), upon receipt from CCCOA of a written authorization from an individual officer covered by this Agreement for deduction of funds to be contributed to newly formed PAC, CCCOA shall be entitled to have the funds deducted on a bi-weekly basis from the paychecks of all officers requesting such deduction. The amounts to be deducted shall be certified to the Office of the Sheriff by the Treasurer or other appropriate official of CCCOA/ CCCOA PAC, and the aggregate deductions from all officers shall be remitted monthly to CCCOA/ CCCOA PAC.

Section III. Agency Shop
A. Pursuant to Section 2-309(j)(S)(iii)(4) of the Courts and Judicial Proceedings Article of the Maryland Code, an officer who is not a member of CCCOA shall be required to pay a proportional service fee for costs associated with the administration and enforcement of this agreement.

B. Should an officer covered by this Agreement elect not to be a member of CCCOA, the Office of the Sheriff shall notify CCCOA in writing. If membership dues are being withheld at the time an officer covered by this Agreement elects not to be a member of CCCOA, the withholding shall be discontinued at the commencement of the next full payroll period. Should CCCOA elect to enforce any rights it has to collect membership dues, the Office of the Sheriff shall not interfere in such an effort. CCCOA agrees to hold harmless and indemnify the Office of the Sheriff for any legal expenses and/or liability arising out of the application of this section.

Section IV. Bulletin Board, E-Mail, Agency Computer and Telephone System
The Office of the Sheriff shall provide CCCOA with exclusive bulletin board space of no less than three feet by three feet at the Detention Center and Detention Center Annex for the exclusive use of CCCOA. The bulletin board shall be used for official CCCOA newsletters, notices, literature, or correspondence. No commercial or other proprietary advertisements shall be permitted on the bulletin board without the prior approval of the Office of the Sheriff. In addition, CCCOA shall be allowed to use the Office of the Sheriff's E-Mail system to provide notice of CCCOA meetings and special events with prior approval of the Office of the Sheriff. CCCOA members of the Board or designees shall be allowed to use the agency computers, telephone, and internet system to conduct research on items related to CCCOA.

Section V. Communications
The Office of the Sheriff shall provide CCCOA with time, not to exceed one (1) hour, to brief recruits or new hires during their agency orientation prior to attendance at the training academy or within fourteen (14) days after the new officer's first working day. Whenever practicable, CCCOA shall be given no less than three (3) days notice, not including the date of notice, prior to the briefing date.

Section VI. CCCOA Leave
A. A CCCOA leave bank shall be created for selected CCCOA activities. The bank shall provide time for CCCOA officers to attend out-of-County CCCOA meetings, and for CCCOA members to attend conferences, conventions, state meetings, schools, and training seminars of the CCCOA.

B. The Office of the Sheriff shall contribute three hundred fifty (350) hours to the leave bank at the beginning of each calendar year. Any unused hours in the CCCOA leave bank on December 31 of each calendar year, up to a maximum of fifty (50), may be carried over from year to year.

C. To utilize time from the leave bank, CCCOA will send a written request for leave to the Office of the Sheriff or his designee at least fourteen (14) days in advance of any conference, convention, state meeting, school, training seminar, contract negotiation or any other occasion as may be agreed to by both parties for which CCCOA leave will be used. The request shall list those officers who will be attending, the dates of attendance, and how many hours of CCCOA leave will be used for the particular event. The Sheriff or his designee shall respond to the request at least seven (7) days in advance of the event, and approval shall not be unreasonably withheld. If fourteen days' notice is not available, then the request to utilize the leave shall be made as early as practicable.

D. In addition to the leave bank described in subparagraphs (A) through (C), and consistent with past practice, the CCCOA President and other CCCOA officers shall be granted reasonable time to conduct CCCOA business within the County, including time to negotiate successors to this agreement or related documents without charge to the leave bank.

Section VII. Notices
A. CCCOA shall be provided with notice to the Board President, and have fifteen (15) calendar days to provide input concerning, all proposed changes to Administrative and Operations Manual and Corrections Division Policy and Procedures Manual but not to include standard operating procedures and other policies or procedures not distributed agency-wide and/ or applicable only to limited or specialized work units such as the Transport Unit.

B. The notice provisions in paragraph (A) above do not apply to changes in policy where the intent of the policy remains unchanged (i.e. moving policy from one location in the manual to another does not change the intent).

C. No advanced notice is required in paragraph (A) above where exigent circumstances or an emergency condition exists that require immediate or near- immediate policy or procedure changes, or where the change of policy is mandated by local, state, or federal law or regulation.

Section VIII. CCCOA President; CCCOA Business; Access to Office of the Sheriff
A. CCCOA President and officers shall be permitted reasonable time during working hours to conduct CCCOA business. However, agency operational needs will take precedent over CCCOA business and the CCCOA President/ Officers may be precluded from conducting CCCOA business during working hours when necessary. In such case, the CCCOA President/ Officers may select a designee to conduct CCCOA business. The Sheriff reserves the right to preclude any and all CCCOA

business during working hours when there is an emergency and at other times when it shall negatively impact agency operations. The CCCOA President/ Officers shall not be penalized in performance evaluation or in eligibility for promotion for conducting CCCOA business during working hours consistent with this provision. However, the CCCOA President is expected to complete his or her assigned duties in a satisfactory manner.

B. The CCCOA President or his/her designee shall have direct access to the Sheriff or the Sheriff's designee and the Director of the Corrections Division on CCCOA related matters without regard to the chain of command. In all other matters, the CCCOA President or his/her designee will utilize the chain of command. This subsection does not apply to matters regarding discipline or litigation unless specifically authorized by the Sheriff or his designee. In such case, the CCCOA president or his/her designee must first speak to the Commander, Office of Professional Responsibility on matters regarding discipline or the Office of the General Counsel in matters regarding litigation.

C. Furthermore, the Sheriff agrees to make himself or his designee and the Director of Corrections or the Director's designee available upon the request of CCCOA for quarterly meetings or as needed to discuss matters related to the General Membership of CCCOA to include but not limited to the following:

1. Policy and Procedures relating to leave;
2. Policy and Procedures relating to hours, working conditions, and job security;
3. Matters relating to morale;
4. Sheriff's Pay Plan to include COLA's and Step Increases prior to submitting to Commissioners for approval. The sheriff or his designee will contact the CCCOA when the proposed budget is completed to schedule this meeting by October 1st.

These meetings shall allow the Office of the Sheriff, the Director of Corrections, and CCCOA to work towards mutually beneficial solutions to matters when they arise.

Section IX. CCCOA Executive Board Members and Internal Investigations

No member of the executive board of the CCCOA shall be required to conduct an internal investigation of any member of the bargaining unit during their term as a board member. This does not include use-of-force inquiries and other routine supervisory inquiries.

Article IV
Dispute Resolution Procedure

Section I. Definition

For purposes of this Dispute Resolution Procedure, a dispute is defined as a disagreement concerning the application or interpretation of the terms of this Agreement or matters incorporated into this Agreement.

Section II. Exclusive Procedure

The provisions of this Dispute Resolution Procedure shall be the exclusive procedure applicable to the officers covered by this Agreement for disagreements concerning the application or interpretation of the terms of this Agreement or matters incorporated into this Agreement. Any officer or group of officers covered by this Agreement may present disputes to CCCOA to have those disputes resolved; provided, however, that any adjustment made as a result of such disputes may not conflict with the terms of this Agreement or matters incorporated into this Agreement. Nothing in this procedure shall be interpreted to preclude or discourage officers from discussing any problem with their supervisors;

nor shall it preclude officers (with or without representation by CCCOA) from filing grievances, pursuant to existing policy, on issues not associated with this Agreement pursuant to Section 3-750 of the Administrative and Operational Manual (hereafter referred to as the A.O.M.)

Section III. Dispute Resolution Procedure

Except as otherwise provided in this paragraph, disputes shall be presented and adjusted in accordance with the pre-existing grievance procedures established by Section 3-750 of the A.O.M. as it exists at the time this Agreement is executed. Only CCCOA may file a dispute on behalf of one or more officers covered by this Agreement concerning the application or interpretation of the terms of this Agreement or matters incorporated into this Agreement. CCCOA may appeal the decision of the Grievance Review Board, in accordance with Section 3-750, to the Assistant Sheriff.

Section IV. Disposition of Dispute

The decision of the Assistant Sheriff shall be considered the conclusion of the internal resolution procedure. In the event that the CCCOA is not satisfied with the decision of the Assistant Sheriff, they may elect to invoke mediation or arbitration regarding the application or interpretation of the terms of this agreement. In the case this avenue of resolution is chosen, the following procedure shall be used:

Section V. Alternative Dispute Resolution

1. Mediation:

A. If the CCCOA disagrees with the interpretation or application of this written agreement, and after all internal grievance procedures have been exhausted, the labor organization may request mediation before a neutral labor mediator in accordance with this paragraph.

B. The mediator shall be selected from the Federal Mediation and Conciliation Service directory of mediators or other qualified practitioner as agreed upon by the parties.

C. The Sheriff and the labor organization shall share equally in the costs of the mediation proceedings.

2. Arbitration:

A. If the CCCOA disagrees with the interpretation or application of this written agreement, and after all internal grievance procedures have been exhausted, the labor organization may demand arbitration before a neutral labor arbitrator in accordance with this paragraph.

B. An arbitration initiated under this paragraph shall be conducted before a single arbitrator.

C. The arbitrator shall be selected to hear the dispute from a panel of seven arbitrators who are members of the National Academy of Arbitrators or the Federal Mediation and Conciliation Service. The panel shall be requested from the Federal Mediation and Conciliation Service.

D. The parties shall select an arbitrator by alternative strikes from the panel.

E. The arbitrator selected may schedule a hearing, issue written orders to compel the testimony of witnesses and production of documents to those under the command of the Sheriff's Office administer oaths and declare the record closed.

F. The written decision of the arbitrator shall be final and binding on the Sheriff, employee(s) and the labor organization to the extent the decision addresses the interpretation of this written agreement.

G. The Sheriff and the labor organization shall share equally in the costs of the arbitration proceedings.

3. In the event an applicable law or court ruling would contradict this amendment, said law or court ruling would supersede this amendment.

Section VI. General Provisions

A. The CCCOA President and her/his designee shall be given copies of all answers to disputes or grievances filed under this Agreement or under Section 3-750 of the A.O.M.

B. The fact that a dispute under this Agreement or a grievance under Section 3-750 of the A.O.M. is raised by an officer shall not be recorded in the officer's personnel file or in any file or record utilized in the promotional process; nor shall such fact be used in any recommendations for job placement; nor shall an officer be placed in jeopardy or be subject to reprisal or discrimination for having followed either this Dispute Resolution Procedure or the grievance procedure under Section 3-750 of the A.O.M.

Article V
Compensation

Section I. Shift Differential Pay

A. In addition to the provisions of Section 3-606.4 of the A.O.M., officers who work the 3:00 P.M. to 11:00 P.M. shift shall be entitled to shift differential pay of two dollars ($2.00) per hour for each hour of an officer's regular schedule.

B. In addition to the provisions of Section 3-606.4 of the A.O.M., officers who work the 11:00 P.M. to 7:00 A.M. shift shall be entitled to shift differential pay of two dollars and fifty cents ($2.50) per hour for each hour of an officer's regular schedule.

C. Any officer assigned to the "permanent midnight shift" (11:00 pm to 7:00 am) shall be entitled to shift differential pay for three dollars ($3.00) per hour. "Permanent midnight shift" is defined as being scheduled and assigned to the midnight shift for more than two consecutive twenty-eight day cycles or a twenty-eight day midnight shift cycle outside the officer's normal rotation.

D. No shift differential shall be paid for hours worked at a rate higher than the officer's normal hourly rate. An officer shall not be paid shift differential for overtime hours.

Section II. Holiday Pay

Any modifications to Agency policy regarding Holiday Pay for critical employees shall affect all critical employees equally.

Section III. Field Training Officer Pay

A. Each officer certified as a FTO holding the rank of corporal and below shall be entitled to three dollars ($ 3.00) for each hour they work as an FTO and directly instruct and supervise one or more probationary officers in accordance with Section 3-606.3 of the A.O.M. This provision applies only to FTO's who have received the established FTO training accredited by the Maryland Police and Correctional Training Commission.

B. Field Training Officers will be assigned one trainee at a time. During the first two (2) weeks of an Officer's training, neither the FTO nor the trainee will count towards daily staffing numbers. After the first two weeks of training, both the FTO and the trainee will be counted together towards daily staffing numbers as one officer, unless otherwise mutually agreed upon by the FTO and the training coordinator. Notice of such mutual agreement must be given to the appropriate shift commander as soon as practicable.

Section IV. Instructor Pay

Each officer certified as an Instructor shall be entitled to three dollars ($3.00) for each hour they work as an Instructor and directly instruct in-service or entry level training. This provision applies only to Instructors who satisfy the established MPCTC training requirements and are certified as Instructors by the Maryland Police and Correctional Training Commission.

Section V. College Degree Incentive Pay

Each officer who obtains an Associate Degree or sixty (60) credit hours in a degree program may receive an annual payment of seven hundred fifty dollars ($750). An officer who obtains a Bachelor's Degree may receive an annual payment of one thousand five-hundred dollars ($1,500). This provision applies only when funds are available and in accordance with Section 3-621 of the A.O.M.

Section VI. Specialty Language Pay

A. Any officer who maintains proficiency in one (1) or more of (a) any foreign language, or (b) American Sign Language shall be entitled to a quarterly payment of one hundred fifty dollars ($150). Any officer who applies for Specialty Pay shall be referred by the agency to a person certified in the foreign language or sign language for the purpose of determining if the officer is proficient in speaking and understanding the language or is proficient in the use of American Sign Language. The agency shall bear the cost, if any, of having the officer tested.

B. Once per year, the agency shall make an agency-wide notification of the availability of specialty pay for qualified officers. Notice shall be made in January of each year.

C. Any officer who receives specialty pay for language proficiency will be available during on-duty hours for translation services and may be subject to call-out on occasion. Any call-outs would be compensated as described in Section VII of Article V of this agreement.

Section VII. Call Out Compensation

A. Effective July 1, 2014, when an officer is called back to work with less than seventy-two (72) hours notice during scheduled time off, the officer shall receive overtime compensation in one-half (1/2) hour increments for those hours the officer is required to work outside his normal work schedule. For any call back, unless seventy- two (72) hours notice is given, the officer shall receive a minimum of three (3) hours overtime compensation unless the three (3) hours is part of the officer's normal work

schedule. In that case, the officer would receive the portion of the three (3) hours that is outside his normal work schedule.

B. This provision does not apply in instances where an officer is called back to work due to the officer's neglect to complete an assignment (i.e. failed to sign a report, failed to turn in a report, failed to turn in equipment, etc.).

Section VIII. Clothing Allowance

A. All Correctional officers working assignments requiring the daily wearing of a uniform, for the duration of this Agreement, shall receive two hundred fifty dollars ($250) each quarter year.

B. All Correctional officers working assignments requiring the daily wearing of normal business or civilian attire shall receive two hundred fifty dollars ($250) each quarter year and an additional payment of four hundred dollars ($400) annually.

C. Effective July 1, 2010, any Correctional Officer whose personal equipment becomes damaged, destroyed, or lost while the Correctional Officer is performing his/her duties and the damage or item lost is not due to the negligence of the employee, said employee shall be reimbursed for the equipment. Excluded from reimbursement are those items carried by the employee in lieu of issued equipment and items reimbursable through an insurance claim. In no event shall a reimbursement be in excess of three hundred dollars ($300).

Section IX. Acting Pay

All officers who are required to perform in a rank or position greater than their own pursuant to 3-606.6 of the A.O.M. shall be compensated in accordance with Section 3-606.5 of the A.O.M.

Section X. Court Minimum

Any officer required to appear in court during their off duty hours because of any job related incident shall be entitled to a minimum of three (3) hours of overtime pay at a rate of one and one half (1 1/2) times their regular rate of pay.

Appearing in court means dressed in accordance with policy and prepared to testify, including obtaining and reviewing all relevant reports and evidence. An officer who appears in court unprepared or not dressed appropriately shall forfeit all pay for that court appearance.

Article VI
Leave

Section I. Personal Leave

A. 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 one year from the date earned. Personal Leave shall have no cash value, and shall not be compensable in any way upon separation from the Agency.

Section II. Leave Procedures

A. Annual leave is recognized to provide employees time away from their duties so that they might attend to personal and family needs, renew their energies and fulfill their obligations in matters apart from the workplace. Procedures are as follows:

1. A leave request form shall be submitted when an officer is requesting annual, holiday, or compensatory leave. A leave request form shall be completed and submitted to the officer's immediate supervisor. The supervisor shall initial the original leave request form and record the date and time received on the form. The supervisor shall return a copy of the leave request form to the officer prior to the end of the officer's shift.

2. The leave request shall be reviewed and either approved or denied within five (5) work days. In the event leave is requested and the officer has not provided the supervisor with five (5) days notice, all reasonable efforts shall be made to respond to the request for leave within twenty-four (24) hours.

3. In the event an officer requests leave for four (4) or more consecutive days and where except for one of the days requested there is adequate staffing, the officer shall be granted leave for that one day.

B. Management shall grant leave based on their current team strength, not projected strength based on the date of the leave requested. Leave shall be approved to the current Effective Daily Operating Strength listed in the Policy and Procedure Manual or most recent memorandum. The only exception to this shall be confirmed dates of departure.

C. Arbitrary projections shall not be calculated in for the purposes of determining team strength.

1. For example, an officer requesting leave during the summer shall not be denied leave because there "may" be an Academy in session at the time, unless the dates for this Academy or other event have been set.

D. Officers shall not be denied leave based on previous leave usage, provided they have or will have enough leave to cover the dates requested.

E. For Christmas, Thanksgiving, New Year's Eve, New Year's Day, Fourth of July, and Easter the officers requesting leave on these holidays shall submit a leave request form at least thirty (30) days, but not more than six months (6) prior to the holiday. The leave request shall indicate which holiday the officer is requesting leave. Management should make all reasonable efforts to grant the requested leave providing adequate staffing levels are met as described in Paragraph B above. Leave requests submitted simultaneously shall be granted based upon rank and seniority. An officer should be granted leave for only one of these holidays in the time period thirty days prior to the holiday. Within thirty days of the holiday, the leave request shall be processed as any other leave request would.

F. If in the case that the strength of a team is equal to or lower than the EDOS as described above, the first two officers to submit their leave request shall have it granted prior to the publication of the work schedule.

Section III. Bereavement Leave

Effective July 1, 2014, in order for an officer to tend to the circumstances of a death in the officer's immediate family, each officer shall receive four (4) days administrative leave for this purpose. Bereavement leave does not need to be taken in days consecutively, but should be taken within a relatively contemporaneous timeframe after the death of the family member, with any exceptions made only where clearly reasonable and fully documented.

Section IV. Military Leave

A. Effective July 1, 2009, any officer who is a member or who becomes a member of a United States Military Reserve or National Guard Unit can receive paid military leave up to fifteen (15) work days, (either consecutively or non-consecutively) per calendar year when ordered to participate in annual training exercises.

B. Effective July 1, 2011, five (5) military leave days may be carried over to the next calendar year if such leave was not used in the previous calendar year. Any additional days shall not carry over, nor shall they be eligible for compensation. No more than twenty (20) days may accumulate in a calendar year.

Section V. Annual Compensation Leave Bank

A. Officers shall have the option to select compensatory time rather than paid overtime. Compensatory time shall be earned at a rate of one and one half (1 1/2) hours for each hour of compensatory time worked. All compensatory time earned during the term of this Memorandum of Understanding shall be placed in the Annual Compensatory Leave Bank. During the term of this Agreement officers shall not be permitted to accrue compensatory time except as provided in the subsection. This shall apply to any additional duty or assignment taken including, but not limited to, those taken in a training or official emissary capacity.

B. Compensatory time accrued must be used during the calendar year in which it is earned. If for whatever reason the compensatory time is not used within the calendar year it is earned, the compensatory time shall be forfeited and the officer shall be paid at his current hourly rate.

C. If an officer has accrued any compensatory time under this subsection, it must be used before any annual leave is requested or used except that this subsection does not apply to holiday leave, sick leave, personal leave, military leave or administrative leave.

D. Any compensatory time granted as a result of a government closing or for any other reason when granted by County government shall be accumulated as straight time.

E. For the purpose of computing overtime or compensatory time, all hours of leave with pay will be considered hours worked.

Section VI. Emergency Response Team Members

Current members of ERT on full duty status may be permitted to engage in physical fitness/weight training for a period of one (1) hour, three (3) times per week during their tour of duty except in emergency circumstances or in cases where work requirements or emergency staffing makes it impracticable. The physical fitness activity shall be performed within the institution and officers must be available to respond if circumstances warrant.

Section VII. Annual Leave

Effective July 1, 2010, officers shall earn annual leave at the following rates:

First thirty six (36) months of employment -	8 hours per month
After completing three (3) years of service-	10 hours per month
After completing eight (8) years of service-	12 hours per month
After completing twelve (12) years of service-	14 hours per month
After completing eighteen (18) years of service-	16 hours per month
After completing twenty one (21) years of service-	18 hours per month

Section VIII. Holiday Leave
(A) Effective July 1, 2016, each officer will receive 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. There is no restriction on the amount of holiday leave an officer can accumulate in the holiday leave account nor a time limitation for its use.

(B) Effective July 1, 2016, each officer who works on Thanksgiving Day, Christmas Day, New Year's Day, or Easter will receive in addition to the holiday leave specified in paragraph (A) above, an additional four (4) hours of Holiday Leave hours.

Article VII
Scheduling

Section I. Master Shift Plan
The master shift plan, consisting of an 8 ½ hour shift, shall not change for the duration of the Agreement without consultation and input from the Charles County Correctional Officers Association. If a change is made to the master shift plan, the Sheriff's Office must notify the CCCOA and its members as soon as practicable, but no less than ninety (90) days from the new schedule's implementation. In the event of a health-related epidemic or other serious crisis situation warranting an emergency shift plan, the Sheriff must, as soon as practicable, inform the CCCOA or any such change.

Section II. Notice of Change in Schedule and Transfers
Officer shall receive ten (10) days' notice of any involuntary change in work schedules. In the event that the Sheriff's Office cannot provide the (10) days' notice, the Officer shall be compensated at a rate of one and one-half times their regular hourly rate of pay for all time worked during the Officer's first shift of the new schedule. For the purposes of this section, notice shall have been deemed to be given when the supervisor posts the final schedule on the Sheriff's Office Intranet. If the Sheriff's Office Intranet is not available due to unforeseen circumstances, notice may be given verbally or by other means found sufficient by the Sheriff's Office. This provision does not apply to:

1. Any trainee assigned to the field training program or a trainee whose change in schedule results from his/her matriculating to full status;
2. An officer who initiates or requests a change in schedule or who voluntarily changes a schedule with another officer where the change in schedule is not initiated by the Sheriff's Office;
3. A change in schedule resulting from a disciplinary action;
4. A change in schedule resulting from a promotion or change in job classification;
5. When a change in schedule results from an emergency declared by the Governor, the Charles County Commissioners, or the Office of the Sheriff;
6. Officers who are required to attend training that is facilitated by an outside source or agency where the Sheriff's Office has limited control over the training dates. However, in the event the Sheriff's Office has had fourteen (14) calendar days notice of the specific training dates and failed to adjust the officer's schedule, the overtime rate shall apply; or
7. Officers who have been provided with multiple optional training dates and have had the opportunity to sign up and attend said training but through the choice of the officer, have failed to do so; or
8. For specialized units, and only as it applies to schedule changes regarding reporting times for two (2) days or less, the Agency can give less than ten (10) days' notice regarding a change.

Section III. Training
Officers shall not be assigned training on consecutive regularly scheduled days off. In the event this occurs, management shall make every effort to compensate the officer with alternative days off within that particular pay period. These following exceptions shall apply:

1. When the officer has requested training through an outside organization and understood when requesting the training it would take place on his regularly scheduled days off.
2. When the training is being conducted by the agency but requires instructors not employed by the agency directly or through contractual agreement and is subject to the schedule of these instructors.

Section IV. Posted Overtime Cancellation
To cover staffing shortages a list will be posted with available dates and times. Should the need to cover staff shortages no longer exist a supervisor will notify the officer by email and a telephone call of the overtime cancellation. Whenever possible, this notification shall take place at least 12 hours prior to the start of the overtime assignment. A record of the date/time of the notification will be noted by the supervisor. If, however, the Sheriff's Office notifies Officers at least ninety-six (96) hours in advance of the Officer's scheduled overtime shift, notice by email shall be considered sufficient notice, provided that the email specifies the overtime shift(s) which are cancelled.

Article VIII
Transfers and Reassignments

Section I. Involuntary Transfers
Officers who are transferred to an assignment, including a change in schedule, which they have not requested or volunteered for shall be given no less than ten (10) days' notice before such transfer becomes effective. However, it is understood that transfers related to issues of performance, discipline and those of an emergency nature remain within the sole discretion of the Sheriff, and may be effective immediately. Transfers which also involve a change of schedule within the Corrections Division, such as detailed above in the Notification of Change in Schedule clause, shall still be entitled to any payments, in accord with the provisions of that clause.

Section II. Transfer Procedures
In the event a position becomes available that is eligible to be filled by a correctional officer through reassignment or transfer (to include special assignments) as outlined in AOM 3-628, the following procedures shall be utilized in addition to those outlined in 3-628.3 and 3-628.4:

1. The position shall be announced for at least ten (10) business days in order to allow all correctional officers an opportunity to apply for it.
    i. This announcement shall contain both a description of the position and its duties, and a list of the qualifications.
    ii. Probationary status based on promotion shall not exclude an officer from eligibility.
2. During this ten day announcement period, interested officers should apply by submitting a Form #301, a resume with a maximum length of three (3) pages, and a recommendation from the officer's supervisor to the human resources section.
3. The Sheriff or his designee shall then convene a 3 member panel, at least two of whom must be members of the corrections division. This panel shall then hold an oral interview for all officers eligible and interested in the position.
4. The panel shall then rank the candidates using the information obtained from the resume, the oral board, and the criteria outlined in AOM 3-628.4. The Sheriff's Office shall make this list available for Officer inspection.

i. The date an officer submitted his transfer request shall not be used as a factor in selecting an officer to fill the position, if submission is before the deadline.

5. The Sheriff shall select an officer to fill the position in accordance with the process outlined in AOM Section 3-654.12.

6. These procedures shall be followed regardless if the position is recently vacated through transfer, promotion, retirement, reassignment, or termination; or the position is newly created.

7. If the same position becomes vacant again within twelve (12) months of the conclusion of this process, the same list can be used if no new officers apply, in accordance with Human Resource's Standard Operating Procedures.

Under dire circumstance where the position needs immediate coverage, any qualified officer may be selected to temporarily fill the position while the announcement and selection process takes place.

Section III. Voluntary Switch of Midnight Rotation

A correctional officer working shift work assigned to Custody and Security will be given the option of working a minimum of one extended midnights (Shift I) annually under a volunteer shift change with another officer of similar qualifications who also volunteers. The correctional officer's supervisors will approve or deny the request within a reasonable timeframe. This officer will not receive additional compensation over and above that listed in Article V – Section I.

Article IX

Working Conditions

Section I. Uniforms

A. AOM Section 3-591.3 regarding the BDU uniform shall also apply to correctional officers. Officers ranking Sergeant and below whose primary duty assignment is within the Detention Center, Detention Center Annex, or Court Holding Facility shall be authorized to wear the BDU uniform on any shift. Collar brass shall not be worn with the BDU uniform.

B. Officers, at their discretion, may wear issued short sleeves year round, except courtroom personnel, who shall wear uniform of the day.

Section II. Use of Force

The Corrections Division shall have a use of force policy consistent with the rest of the Sheriff's Office as described in Section 3-800 of the AOM.

Section III. Modified Duty

The Corrections division shall follow the modified duty policy as described in 3-611 et seq. of the AOM.

Section IV. Water Coolers

The Sheriff's Office agrees to furnish the Detention Center, Detention Center Annex and Court Holding with functional commercial grade water coolers.

Section V. Inclement Weather

A. In the event of any weather-related emergency, including those that occur on Saturdays, Sundays and holidays, which causes the Sheriff's Office to enter a "Code Red" or closed status, Correctional Officers covered by this agreement shall receive compensatory time at a rate of one hour for each hour worked during the weather-related emergency.

B. Officers that, due to inclement weather, are provided transportation to work by Sheriff's Office personnel, must also be provided with such transportation to their homes as soon as practicable after the Officer's shift concludes, regardless of a change in weather conditions.

Section VI. Weight Room Maintenance

The Sheriff's Office shall provide proper maintenance and care to the equipment in the Detention Center weight room, or provide the Corrections Fitness Coordinator the necessary funding to do so.

Article X

Seniority, Furloughs, and Layoffs

Section I. Seniority upon Reemployment as Correctional Officer

A. An officer who takes another position within the agency may be reemployed as a correctional officer and shall retain all previous seniority and rank held as a correctional officer if:

(1) the officer returns to the correctional position within 3 years

(2) at the time of return the correctional officer meets all Maryland Police and Correctional Training Commission and Charles County Sheriff's Office requirements to be employed as a correctional officer, and

(3) There is an appropriate position available in the Corrections Division at the time of reemployment. This provision does not apply to a correctional officer returning from a job or position outside the Charles County Sheriff's Office.

Section II. Declining a Promotion

If a Correctional Officer is selected for a promotion and declines the promotion, the Correctional Officer shall maintain their current placement on the list. No adverse action shall be taken or threatened based on an Officer's decision to decline said promotion.

Section III. Furloughs

The Sheriff agrees not to furlough Correctional Officers unless all other members of the Sheriff's Office identified in the AOM 3-605.1 as "critical employees" are subject to the same furlough plan.

Section IV. Layoffs

A. The Sheriff agrees not to solely layoff Correctional Officers unless a lack of funding occurs which results in a reduction of inmate population. In the event the number of Correctional Officers is reduced due to such reduction in inmate population, said layoffs shall be accomplished in inverse order of seniority, resulting in the lowest rank and least seniority member being layoff. No Correctional Officer shall be laid off out of seniority order as described above so long as that

employee has the ability to perform the available work.

B. The Sheriff further agrees that if any layoffs occur within the Sheriff's Office, and the layoffs are not a result of a reduction of inmate population or specific inmate funding, any such layoffs of Correctional Officers shall be in conjunction with and in the same manner as all other critical employees. In the event of layoffs under this paragraph, said layoffs shall be accomplished in inverse order of seniority, resulting in the lowest rank and least seniority member being laid-off. No Correctional Officer shall be laid off out of seniority order as described above so long as that employee has the ability to perform the available work.

C. In the event it becomes necessary to lay off Correctional Officers, the Sheriff shall give the CCCOA Executive Board and the individual member(s) affected no less than one hundred and twenty (120) days' notice of said layoff(s) or, if one hundred and twenty (120) days' notice is not possible, the Sheriff must notify the parties as soon as practicable.

D. Should layoffs occur, and at a later date the Sheriff determines he is able to hire additional Correctional Officers, affected members shall be reinstated based upon seniority prior to any new applicant being considered for employment as a Correctional Officer. Correctional Officers who are laid-off are encouraged to provide the CCSO with current contact information and shall be given first right of refusal for reinstatement to the position as a Correctional Officer provided the employee meets the standards and qualifications established by the Maryland Police and Correctional Training Commissions. Any Correctional Officer who is laid-off and subsequently reinstated shall return to the rank and, at a minimum, the same salary, which were established prior to the lay-off.

Article XI
Records Management

Section I. Automatic Expungement of Internal Affairs Records

A. The Sheriff agrees, subject to the exclusions of part (B) below, to expunge from the records of the Internal Affairs unit all investigative reports with findings of unfounded, exonerated, and/ or non-sustained, including all supporting investigative documents/ exhibits, Five (5) years after the final conclusion and closure of such investigations. Investigations shall be considered concluded and closed after all investigations, hearings, and/ or appeals have reached a final judgment. Such expungements shall be conducted automatically on January 1st of each year, or as soon as practicable thereafter, without any further request by any officer(s) who were the subject(s) of the investigations. This policy shall be performed in compliance with the Charles County Sheriff's Office approved Records Retention and Disposal Schedule on file with the Department of General Services, Schedule C1098, Item 10(c).

B. Records which have become the subject of or relevant to pending or current litigation, or are otherwise legally required to be retained by the Agency, shall not be automatically expunged under this Agreement.

Section II. Review of Records

Officers may review their own personnel files, specifically those files maintained by the

Sheriff's Office. Such records include, but are not limited to, evaluations, training files, disciplinary files, and other administrative files. Officers may not review Internal Affairs or disciplinary records or files that are under investigation. Review of such records must be accomplished in accordance with the procedures outlined in AOM Section 3-108, with the exception that the initial employee request be made to the person maintaining the record.

Article XII

Labor-Management Meetings

A. The Office of the Sheriff and CCCOA agree to the establishment of labor- management meetings to discuss the concerns of both parties. The parties shall meet twice annually on or about January 15th and July 15th unless both parties agree to waive the meeting. The exact dates shall be determined jointly by the Office of the Sheriff and CCCOA.

B. No more than five (5) representatives from management and no more than five (5) representatives from CCCOA shall attend the labor-management meeting. The number of representatives may be increased with the agreement of both parties.

C. The labor-management meetings are not considered negotiations and cannot add to, subtract from, or otherwise modify, change, or alter the terms of the Agreement except as otherwise provided for in this Agreement. However, the parties may agree to re-open this Agreement on or about May 15, 2015, should there be a significant change in the economic climate of Charles County, MD.

D. The CCCOA leave bank shall not be charged any time for attendance at labor management meetings, nor shall any CCCOA representative be entitled to any overtime, or other pay or remuneration for attendance at labor-management meetings except that any CCCOA representative may be permitted to attend the meeting while on duty.

Article XIII

Committee Representation

Section I. Wellness/ Fitness Committee

A. The parties agree to continue to have representatives from the CCCOA on the Wellness/ Fitness Committee.

B. A position of "Fitness Coordinator" is a collateral duty assignment for a correctional officer that is certified through a nationally recognized and accredited institution. The CCCOA president shall be notified of the candidate selected as the corrections Fitness Coordinator prior to final approval and appointment by the Sheriff or his designee.

Section II. Policy Review

The parties agree to add "The President of the CCCOA" to the AOM policy review distribution list. The CCCOA president or his designee shall be included on the policy review committee for the Corrections Division. The review is defined under Corrections Policy 1-102.

Section III. Awards Committee

The parties agree to continue to have representation from the CCCOA on the agency awards committee.

Section IV. Promotional Committee

The CCCOA will be provided the names of the members serving on the Agency's Promotional Committee. The members of the committee who represent the Corrections Division will meet regularly with members of the CCCOA to discuss current and proposed promotional policies and to allow the CCCOA to make recommendations in the promotional process. In no instance will the policy governing the Agency's promotional process be changed without the opportunity for the president of the CCCOA to review and comment.

Article XIV

Miscellaneous Provisions

Section I. Administrative and Operations Manual

A. The following provisions of the AOM shall remain in effect for the duration of this Agreement unless mutually agreed otherwise by the CCCOA and the Office of the Sheriff. Article III Section VII Notices paragraphs (B) and (C) apply to this section.

1. A.O.M. §1-126 Political Activity
2. A.O.M. §3-108 Release Review of Personnel File. (Except Pre-employment files and records).
3. A.O.M. §3-110 Release of Telephone or Address Information. (Except where required by law or court order).
4. A.O.M. §3-111 Solicitation of Members/Employees While Working.
5. A.O.M. §3-501- §3-501.1.3 Personally Owned Equipment. (Except that the reimbursement amount shall not exceed $300 in accordance with this agreement).
6. A.O.M. §3-605.3 Paychecks. (Except that this provision does not bind the County and does not preclude the County from making any changes to the time, manner, and place of payroll distribution).
7. A.O.M. §3-655 Employees Personnel File. (Except Pre-employment files and records).
8. A.O.M. §6-612 Agency Accident Free Driving Program.
9. A.O.M. §3-627 Equal Employment Opportunity.
10. A.O.M. §3-618 Employee Leave Donation Program.
11. A.O.M. § 3-607 Overtime Compensation.
12. A.O.M. § 3-609 Sick Leave.
13. A.O.M. § 3-628 Filling Vacancies. (Article VIII Section II as described above shall apply also in this area.)
14. A.O.M. § 1-136 Performance of Duty.
15. A.O.M. § 4-223.3 Mandatory Vehicle Inspection.
16. A.O.M. §3-611 Modified Duty

Article XV

General Provisions

Section I. Entire Agreement

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add or supersede any of its provisions.

Section II. Duration of the Agreement

This Agreement shall become effective as of July 1, 2016, and shall continue in full force and effect until June 30, 2017 unless otherwise stated in specific sections of the Agreement. However, on or about the time the FY2017 budget is finalized (which is expected to be approximately June 15, 2017), either party may re-open any section of this Agreement which regards fiscal matters.

Section III. Amendments

This Agreement may be added to, amended, or modified provided both parties concur. Any amendment or modification for supplemental agreement must be in writing, signed on behalf of the parties hereto (Office of the Sheriff and CCCOA) and reached as the result of negotiations mutually agreed to by the Office of the Sheriff and CCCOA. No individual agreements may vary the terms of this contract.

Section IV. Savings Clause

If any section of this Agreement or any addendum thereto should be held invalid, unenforceable by any court or higher authority of competent jurisdiction, or to conflict with any applicable Federal law, State law, or Charles County Code, including but not limited to Courts and Judicial Proceedings Article, §2-309, or any other legal prohibition or limit upon the Sheriff's Office authority to bargain for or control this issue, the remainder of the Agreement and its addendums shall not be affected thereby.

Section V. Publication of Agreement

Once ratified, the Charles County Sheriff's Office shall print and distribute three (3) copies of the Agreement to CCCOA at no expense to CCCOA. Additionally, the Charles County Sheriff's Office will post the Agreement on the Charles County Sheriff's Office intranet.

This Agreement, consisting of 19 *pages is signed on this* 21 *day of* October, *2016, in Charles County, Maryland.*

TROY D. BERRY
Sheriff
Charles County, Maryland

JONATHAN PALMER
President
Charles County Correctional Officers' Association

PHILLIP HINKLE
Chief of Staff
Charles County Sheriff's Office
Charles County, Maryland

SHAWN GREGORY
Charles County Correctional Officers' Association

MAJOR CHRISTOPHER BECKER
Assistant Sheriff of Operations
Charles County Sheriff's Office
Charles County, Maryland

DEREK ARENDS
Charles County Correctional Officers' Association

MAJOR DAVID SAUNDERS
Assistant Sheriff of Administrative Services
Charles County Sheriff's Office
Charles County, Maryland

CHRISTOPHER WELSH
General Counsel
Charles County Sheriff's Office
Charles County, Maryland