Charles County Sheriff's Office

MEMORANDUM OF UNDERSTANDING

By and Between

Fraternal Order of Police,
Lodge No. 24

and

The Charles County Sheriff's Office

July 1, 2021 to June 30, 2022

TABLE OF CONTENTS

PREAMBLE....4

ARTICLE I – RECOGNITION....4

ARTICLE II – MANAGEMENT RIGHTS....4

ARTICLE III – ORGANIZATION SECURITY....5

3.1 Payroll Dues Deductions....5

3.2 Payroll: Political Action Committee....5

3.3 Agency Shop....6

3.4 Bulletin Boards and E-Mail....6

3.5 Communications....6

3.6 FOP 24 Leave....7

3.7 Notices....7

3.8 FOP President; FOP Business; Access to Office of the Sheriff....8

3.9 FOP Executive Board Members and Internal Investigations....8

3.10 FOP Attendance at Trial Boards....8

3.11 Membership of Hearing Board....8

ARTICLE IV – DISPUTE RESOLUTION PROCEDURE....9

ARTICLE V – COMPENSATION....11

5.1 Call-Out Minimum....11

5.2 Members of the Emergency Services Team....12

5.3 Shift Differential....12

5.4 Court Minimum....12

5.5 Field Training Officer Pay....13

5.6 Notification of Change in Schedule....13

5.7 Minimum Hours Off Between Shifts....14

5.8 Specialty Pay....15

5.9 Acting Pay 15

5.10 Members of the Criminal Investigations Division 15

ARTICLE VI – LEAVE 16

6.1 Military Leave 16

6.2 Emergency Services Team Training 16

6.3 Personal Leave Hours 16

6.4 Annual Compensatory Leave Bank 17

6.4.1 Use of Compensatory Leave 17

6.5 Annual Leave 18

6.6 Holiday Leave 18

6.7 Bereavement Leave 19

ARTICLE VII – TRANSFERS 19

7.1 Involuntary Transfers 19

7.2 Promotional Process 19

ARTICLE VIII – UNIFORMS AND CLOTHING 20

8.1 Clothing Allowance 20

8.2 Uniform of the Day 20

8.3 EST Uniform Compliance 20

8.4 Sunscreen Dispensers 21

ARTICLE IX – AGENCY VEHICLE 21

9.1 Agency Vehicle Use 21

9.2 Use of Agency Vehicle for Educational Purposes 21

9.3 Use of Agency Vehicle for Military Purpose 22

9.4 Use of Agency Vehicle for Fitness Purposes 22

9.5 Mandatory Vehicle Inspection 23

9.6 Standardized Accident Review Board Disposition 23

ARTICLE X – PERSONAL PROPERTY 23

10.1 Damage to Personal Property 23

ARTICLE XI – ESTABLISHMENT OF CERTAIN COMMITTEES 24

11.1 Establishment of a Wellness/Fitness Committee 24

ARTICLE XII –RECORDS MANAGEMENT 24

12.1 Automatic Expungement of Internal Affairs Records 24

12.2 Publication of Internal Affairs Investigation Results 24

ARTICLE XIII – LABOR-MANAGEMENT MEETINGS 24

ARTICLE XIV – CRITICAL INCIDENTS 25

14.1 Officers Involved in Critical Incidents 25

ARTICLE XV – PARTICULAR PROVISIONS 26

15.1 Administrative and Operations Manual 26

ARTICLE XVI – GENERAL PROVISIONS 27

16.1 Entire Agreement 27

16.2 Duration of the Agreement 27

16.3 Amendments 27

16.4 Savings Clause 28

16.5 Publication of Agreement 28

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") and the Charles County Lodge No. 24 of the Fraternal Order of Police (hereinafter "FOP 24") pursuant to Section 2-322(e) 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 FOP 24, 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 I
RECOGNITION

The Office of the Sheriff recognizes FOP 24 as the exclusive bargaining representative for all full-time, sworn law enforcement officers employed by the Office of the Sheriff, at the rank of 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 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

3.1 Payroll: Dues Deductions

Upon receipt from FOP 24 of a written authorization from an individual officer covered by this Agreement for deduction of dues, FOP 24 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 FOP 24, and the aggregate deductions from all officers shall be remitted monthly to FOP 24.

3.2 Payroll: Political Action Committee

Upon receipt from FOP 24 of a written authorization from an individual officer covered by this Agreement for deduction of funds to be contributed to FOP 24 Political Action Committee (PAC), FOP 24 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 FOP 24, and the aggregate deductions from all officers shall be remitted monthly to FOP 24.

3.3 Agency Shop

Should an officer covered by this Agreement elect not to be a member of FOP 24 the Office of the Sheriff will notify FOP 24 in writing. If membership dues are being withheld at the time an officer covered by this Agreement elects not to be a member of FOP 24, the withholding will be discontinued at the commencement of the next full payroll period. Should FOP 24 elect to enforce any rights it has to collect membership dues, the Office of the Sheriff will not interfere in such an effort. FOP 24 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.

3.4 Bulletin Boards and E-Mail

The Office of the Sheriff shall provide FOP 24 with exclusive bulletin board space of no less than three (3) feet by three (3) feet at all stations in roll call areas and in the Sheriff's Headquarters building for the exclusive use of FOP 24; provided, however, that the Office of the Sheriff shall not be required to replace or move any bulletin boards in use on October 1, 2003. The bulletin boards shall be used for official FOP newsletters, notices, literature, or correspondence. No commercial or other proprietary advertisements will be permitted on the bulletin boards without the prior approval of the Office of the Sheriff. In addition, FOP 24 shall be allowed to use the Sheriff's E-Mail system to provide officers with notice of FOP meetings and special events unless this privilege is revoked by the Sheriff.

3.5 Communications

The Office of the Sheriff shall provide FOP 24 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, FOP 24 shall be given no less than three (3) days notice, not including the date of notice, prior to the briefing date.

3.6 FOP 24 Leave

(A) An FOP 24 leave bank shall be created for selected FOP activities. The bank shall provide time for FOP 24 officers to attend out-of-County FOP meetings, and for FOP 24 members to attend FOP conferences, conventions, state meetings, schools, and training seminars. Time shall also be deducted from the leave bank for FOP officers to attend disciplinary trial board hearings conducted pursuant to the LEOBOR.

(B) The Office of the Sheriff shall contribute five hundred (500) hours to the leave bank at the beginning of each calendar year. Any unused hours in the FOP 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, FOP 24 shall 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, or training seminar for which FOP 24 leave will be used. The request shall list those officers who will be attending, the dates of attendance, and how many hours of FOP 24 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.

(D) In addition to the leave bank described in subparagraphs (A) through (C), and consistent with past practice, the FOP 24 President and other FOP 24 officers will be granted reasonable time to conduct FOP business within the County, including time to negotiate successors to this agreement or related documents without charge to the leave bank.

3.7 Notices

(A) FOP 24 shall be provided with notice of, and have fifteen (15) calendar days to provide input concerning, all proposed changes to Administrative and Operations 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 Criminal Investigation Division.

(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.

3.8 FOP President; FOP Business; Access to Office of the Sheriff

(A) FOP President will be permitted reasonable time during working hours to conduct FOP business. However, agency operational needs will take precedent over FOP business and the FOP President may be precluded from conducting FOP business during working hours when necessary. In such case, the FOP President may select a designee to conduct FOP business. The Sheriff reserves the right to preclude any and all FOP business during working hours when there is an emergency and at other times when it will negatively impact agency operations. The FOP President will not be penalized in performance evaluation or in eligibility for promotion for conducting FOP business during working hours consistent with this provision. However, the FOP President is expected to complete his or her assigned duties in a satisfactory manner.

(B) The FOP President or his/her designee shall have direct access to the Sheriff or the Sheriff's designee on FOP related matters without regard to the chain of command. In all other matters, the FOP 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 FOP 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.

3.9 FOP Executive Board Members and Internal Investigations

No member of the executive board of the Fraternal Order of Police, Lodge 24, will 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.

3.10 FOP Attendance at Trial Boards

Up to six (6) chairs/places shall be reserved and held for members of the FOP at all LEOBR Trial Boards conducted by the Agency.

3.11 Membership of Hearing Board

(1) LEOBR hearing boards shall consist of three members who are appointed by the Sheriff and chosen from law enforcement officers within the Charles County Sheriff's Office, or from law enforcement officers of another law enforcement agency with the

approval of the chief/sheriff of the other agency. Board members shall have had no part in the investigation or interrogation of the law enforcement officer.

(2) At least one member of the hearing board shall be of the same rank as the law enforcement officer against whom the complaint is filed.

ARTICLE IV
DISPUTE RESOLUTION PROCEDURE

(A) 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.

(B) 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 FOP 24 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 FOP 24) from filing grievances, pursuant to existing policy, on issues not associated with this Agreement pursuant to Section 3-750 of the A.O.M.

(C) 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 FOP 24 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. FOP 24 may appeal the decision of the Grievance Review Board, in accordance with Section 3-750, to an Assistant Sheriff. Which Assistant Sheriff hears the appeal will be determined by the Sheriff at the time the appeal is filed.

(D) Disposition of Dispute

The parties further recognize that findings issued by the Assistant Sheriff under Section 3-750.3.4 of the A.O.M. are final and no further internal action or appeal may be undertaken. Finally, the parties understand that the final decision of the Assistant Sheriff is not binding in a court of law and that FOP 24 is not precluded from any action or redress it may have under law.

(E) Alternative Dispute Resolution

1. Mediation:

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

    b. The mediator shall be selected from the Maryland Mediation and Conflict Resolution Office 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 Sheriff and the labor organization are unable to agree to the interpretation or application of this written agreement, and after all internal grievance procedures have been exhausted, the Sheriff or 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. 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.

(F) General Provisions

1. The FOP 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.

2. 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 promotion 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

5.1 Call-Out Minimum

(A) Effective July 1, 2009, when an officer is called back to work with less than seventy-two (72) hours notice during scheduled time off, the officer will receive overtime compensation in one-half (½) 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 four (4) hours overtime compensation unless the four (4) hours is part of the officer's normal work schedule. In that case, the officer would receive the portion of the four (4) hours that is outside his normal work schedule.

(B) For the purposes of determining the number of hours worked as a result of a call out, the clock will begin to run as of the time the officer goes en route from his home to the place the officer has been called to work.

(C) This provision does not apply to an officer who is called in or called back to appear in any court. In such case Article V, paragraph 5.3 controls.

(D) 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.).

5.2 Members of the Emergency Services Team

Members of the Emergency Services Team will receive compensation as specified in paragraph 5.1 above. Additionally, members of the Emergency Services Team will receive two (2) hours minimum call out compensation when more than seventy-two hours (72) notice is given, provided that the Emergency Services Team actually responds to the incident or activity. However, in such situations where the scheduled assignment is canceled and more than seventy-two (72) hours notice is provided, no additional compensation will be paid.

5.3 Shift Differential

Effective the first full pay period after July 1, 2016, in addition to the provisions of Section 3-606.3 of the A.O.M., officers who work regularly scheduled hours that begin between the hours of 9:00 P.M. and 2:00 A.M. will be entitled to shift differential pay of three dollars ($3.00) per hour for each hour of an officer's regular schedule.

Effective the first full pay period after July 1, 2016, in addition to the provisions of Section 3-606.3 of the A.O.M., officers who begin their tour of duty between 2:00 P.M. and 9:00 P.M. will be entitled to shift differential pay of two dollars ($2.00) per hour for each hour of an officer's regular schedule.

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

5.4 Court Minimum

Officers will be paid the Court Appearance Minimum, in the same manner and amount as for appearances in District or Circuit Court when they appear before the Liquor Board or any other administrative court where the appearance is before 4:00 P.M. on matters arising from their employment with the Charles County Sheriff's Office.

Officers who appear for court, for a court appearance scheduled to begin before 12:00 P.M., after working a shift ending between 1:00 A.M. and 7:00 A.M., will be entitled to a minimum of three (3) hours of overtime pay at one and one-half (1½) times the regular hourly rate. If an officer has more than one (1) such court appearance (double docket) on that same day, the three (3) hour minimum applies to both court appearances.

Payments under this provision will be in accordance with existing A.O.M. policy.

5.5 Field Training Officer Pay

Effective July 1, 2011, corporals and ranks below who work as FTOs will be entitled to three dollars ($3.00) for each hour they directly instruct and supervise a probationary officer in accordance with Section 3-606.2 of the A.O.M.

5.6 Notification of Change in Schedule

(A) Any Patrol Operations officer who receives less than ten (10) days notice of an involuntary change in work schedule will be entitled to one and one-half (1½) times the regular hourly rate for the first eight (8) hours of work following the change in schedule. This provision applies only to officers assigned to Patrol Operations. 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;
(3) a change in schedule resulting from a disciplinary action;
(4) a change in schedule resulting from a promotion;
(5) when a change in schedule results from an emergency declared by the Governor, Charles County Commissioners, or Office of the Sheriff;
(6) an officer who volunteers for a change in shift;
(7) overlap shift days;
(8) 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 officers schedule, the overtime rate shall apply.; or
(9) 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, has failed to do so.
(10) officers assigned to, entering, or exiting from a specialty operation/unit of the Patrol Division, such as the Neighborhood Enforcement Team (NET).

(B) On any overlap shift days, dayshift and evening shifts may be changed without additional compensation where the officer has been provided with seventy-two (72) hours notice of the shift change.

(C) On any overlap shift days, midnight shift may be adjusted requiring the officers to report for duty three (3) hours earlier than their regular shift. There shall be no additional compensation for this shift adjustment provided the officers have been provided with seventy-two (72) hours notice of the shift change.

(D) If at any time the current master shift plan for Patrol Operations changes i.e. converts back to an eight and one-half (8½) hour shift, both parties to this Memorandum of Understanding (MOU) agree that within fifteen (15) calendar days, they shall meet to renegotiate the provisions of Section 5.5.

(E) When an officer in Patrol Operations schedule is altered to have them work a full shift on a day which is contiguous to neither the first nor the last days of their regularly scheduled days off, the officer will be paid at the rate of 1.5 times their current salary unless the officer is given at least six (6) months' notice.

5.7 Minimum Hours Off Between Shifts

Any Patrol Operations officer who is assigned to work another shift with eight (8) hours or less having elapsed between shifts will be entitled to one and one-half (1½) times the regular hourly rate for the eight (8) hours of work on the second shift. This provision applies only to officers assigned to Patrol Operations. This provision shall not apply to:

(a) a trainee whose change in schedule results from his/her matriculating to full status;
(b) an officer who initiates or requests a change in schedule;
(c) a change in schedule resulting from a disciplinary action;
(d) a change in schedule resulting from a promotion; or
(e) when a change in schedule results from an emergency declared by the Governor, Charles County Commissioners, or Office of the Sheriff.

5.8 Specialty Pay

(A) Any officer who maintains proficiency in one (1) or more of (a) any foreign language, or (b) American Sign Language will be entitled to a quarterly payment of five hundred dollars ($500). Any officer who applies for Specialty Pay will 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 will bear the cost, if any, of having the officer tested.

(B) Once per year, the agency will make an agency-wide notification of the availability of specialty pay for qualified officers. Notice will be made on July 1, 2013, and once in January of each year thereafter.

(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 stated in Article V, paragraph 5.1 of this Agreement.

(D) In accordance with 3-606.1 of the AOM, K-9 officers shall be entitled to receive, in addition to any other pay to which they are entitled, $1,600 annually for each K-9 dog they are assigned. These payments are to compensate K-9 officers for off-duty care of their assigned K-9's. Officer shall be entitled to overtime for any significant time spend caring for their assigned K-9 outside the normal feeding, grooming and cleaning.

5.9 Acting Pay

All officers who are required to perform in a rank or position greater than their own pursuant to 3-606.4 of the A.O.M. shall be compensated in accordance with Section 3-606.5 of the A.O.M.

5.10 Members of the Criminal Investigations Division

(A) When a sworn employee assigned to the Criminal Investigations Division is assigned in a stand by capacity between the times of Saturday 11:00 P.M. through Monday 7:00 A.M. hours, and is not called out for an incident, the employee shall receive nine (9) hours of Administrative Leave.

(B) The Administrative Leave shall be separate from any and all leave banks and will be managed by the division. The Division Commander shall establish a procedure for tracking the accrual and use of this leave.

(C) The Administrative Leave is non-transferable, does not carry-over when the officer is re-assigned to another division, and has no cash value.

(D) The provisions of this section do not apply to the officers assigned to the VICE Narcotics section.

ARTICLE VI
LEAVE

6.1 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. Five (5) of the leave days may be used for weekend drill. These are paid leave days and not subject to gap pay.

(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 will not carry over, nor will they be eligible for compensation. No more than twenty (20) days may accumulate in a calendar year.

6.2 Emergency Services Team Training

Active members of the Emergency Services Team shall be permitted to engage in physical fitness 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 make it impracticable.

6.3 Personal Leave Hours

(A) Starting January 1, 2017, each officer will receive three days of personal leave time to be used in accordance with Section 3-615 of the A.O.M.

(B) Personal Leave earned on or before December 31, 2016 will no longer expire at the end of the calendar year. Personal leave may be banked, accumulated, and held over for use in following years. Personal Leave days earned on or after January 1, 2017 will expire at the end of the calendar year.

(C) Personal Leave shall have no cash value, and will not be compensable in any way upon separation from the Agency.

6.4 Annual Compensatory Leave Bank

(A) Effective July 1, 2009, members will have the option to select compensatory time rather than paid overtime. All compensatory time earned during the term of this Memorandum of Understanding (MOU) will be placed in the Annual Compensatory Leave Bank. During the term of this Memorandum of Understanding members will not be permitted to accrue compensatory time except as provided in the subsection.

(B) Compensatory time is accrued at 1 ½ hours for each hour worked. 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 will be forfeited and the member will be paid for all unused accrued compensatory time.

(C) If a member has accrued any compensatory time under this subsection; it must be used before any annual or holiday leave is used except that this subsection does not apply to 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 will be accumulated as straight time.

6.4.1 Use of Compensatory Leave

(A) Compensatory leave must be requested and approved in advance by the employee's supervisor and will be used in even increments of one-half (1/2) hour. No leave may be used before it is earned and credited to the employee's Compensatory leave account.

(B) Compensatory leave requests for three (3) or less days off should be submitted to the employee's supervisor as soon as the expected use is known. Compensatory leave requests for more than three (3) days should be submitted at least fourteen (14) days before the first requested day off. All Compensatory leave requests for more than ten (10) days must be approved by the employee's division commander / director or his / her designee.

(C) Compensatory leave requests must be requested a reasonable period in advance. Supervisors will grant the employees' Compensatory leave requests on a first-come, first-served basis until such time as the supervisor determines that the granting of any additional leave requests on the date in question would reduce the unit's staffing levels below the minimum personnel necessary for efficient operation. At that time, the reasonable period shall close, and the supervisor will deny additional requests for the

use of Compensatory leave, as the operational functioning of the employee's unit would be adversely affected to the point of causing an undue disruption to that unit.

(D) The Agency shall not require a sworn employee to use Compensation leave on any day in which that employee has not made any leave requests, except as outlined in existing policy.

6.5 Annual Leave

(A) Members will earn annual leave at the following rates:

- First 36 months of employment – 8 hours per month
- After completing 3 years service – 10 hours per month
- After completing 8 years service – 12 hours per month
- After completing 12 years service - 14 hours per month
- After completing 18 years service – 16 hours per month
- After completing 21 years service – 18 hours per month

(B) Annual leave will be taken in accordance with A.O.M. §3-608.2 and other applicable agency policy and procedure.

6.6 Holiday Leave

(A) Each officer will receive 15 holiday leave days (150 hours) per calendar year (sixteen (16) holiday leave days (160 hours) in a general election year). Holiday leave accumulated under this section shall be awarded January 1st of each year and reside in the holiday leave account. For purposes of this agreement, a leave day will be considered 10 hours.

(B) 200 hours (20 days) of Holiday leave is the maximum number of that may be carried into the following calendar year. Any Holiday Leave hours exceeding the 200-hour maximum shall be exhausted prior to December 31st of each year or shall be forfeited from the leave account.

6.7 Bereavement Leave

Effective July 1, 2011, in order for an officer to tend to the circumstances of a death in the officer's immediate family, each officer will receive four (4) days administrative leave for this purpose.

ARTICLE VII
TRANSFERS

7.1 Involuntary Transfers

Officers who are transferred to an assignment which they have not requested or volunteered for shall be given no less than seven (7) 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 Patrol 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.

7.2 Promotional Process

The Sheriff shall use and/or create a process to be used to make promotions as within the sworn ranks as necessary. As part of that process, the Sheriff may have testing, evaluations and exercises to create an eligibility list. The Sheriff agrees that all portions of the competitive process shall have a mechanism for review by the candidates participating in that portion of the process. This review will be conducted no later than 60 days after the score for that portion of the process are made available to the candidates.

ARTICLE VIII
UNIFORMS AND CLOTHING

8.1 Clothing Allowance

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

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

8.2 Uniform of the Day

As of July 1, 2017 the Sheriff has designated a new uniform to be worn on a daily basis for all sworn non-commissioned officers. This uniform will be solid brown with a matching brown outer vest carrier. The uniform will not replace the current uniform which is still to be worn for formal occasions. Along with the implementation of the new uniform, web gear has been authorized for wear. The web gear will be of a style authorized by the Sheriff and must be purchased through the Quartermaster's office at the officer's expense. The current leather gear may be worn by officers who do not wish to purchase the web gear. The uniform shall be worn in compliance with the uniform procedures listed in the AOM.

The Dress Uniform may be worn the entire year. On April 1 of each year, the uniform of the day will change from winter uniforms to summer uniforms. There will be a period, from March 16 through March 31, during which it is within the discretion of the individual officer whether to wear short sleeves or long sleeves. On November 1 of each year, the uniform of the day will change from summer uniforms to winter uniforms. There will be a period, from November 1 through November 15, during which it is within the discretion of the individual officer whether to wear short sleeves or long sleeves.

8.3 EST Uniform Compliance

The EST uniform may be worn by EST members at the beginning of their tour of duty if an assignment is scheduled to begin within two hours of the beginning of their regularly scheduled shift. EST members may also remain in the EST uniform until the end of their tour of duty when an assignment concludes within two hours of the end of that officer's regular scheduled shift. For plain clothes assignments, this will be at the discretion of the officer's commanders.

8.4 Sunscreen Dispensers

The Sheriff shall install and maintain sunscreen dispensers at all district stations and other facilities in which Patrol and SOD officers are stationed. These devices will dispense 30 SPF or higher sunscreen.

ARTICLE IX
AGENCY VEHICLE

9.1 Agency Vehicle Use

(A) The following A.O.M. sections are incorporated by reference, to the extent that this provision does not bind the Agency, and does not preclude the Agency from taking actions related to issues of performance, discipline, or accident review:

(1) 4-219.2 Vehicle assignment - sworn employees,
(2) 4-219.3 Off duty use of assigned vehicles, and
(3) 4-219.4 Conditions of use.

(B) For purposes of section (A) above, a performance issue is: A performance that, whether partial or complete, does not fully comply with the Agency standards for the assigned duties of an officer. A performance issue need not be a violation of departmental regulations, policies, ordinances, or statutes.

(C) Confiscation of an Agency vehicle for a performance issue shall be done only after the approval of an Assistant Sheriff.

(D) The provisions above notwithstanding, the Agency is in no way required or obligated to provide any officer a spare or replacement vehicle in the event the officer's assigned vehicle is being repaired or is otherwise unavailable. Prohibited uses of Agency vehicles found elsewhere in the Administrative and Operations Manual remain in effect and are not subject to this agreement.

9.2 Use of Agency Vehicle for Educational Purposes

(A) Effective July 1, 2009, Officers are permitted to use their Agency vehicle to commute out-of-county for educational purposes. The college course(s) must be from an accredited college or university.

(B) Prior to utilizing an Agency vehicle for commuting purposes referred to in subsection (A) above, each officer will be required to submit a request to use Agency vehicle for educational purposes through proper channels. The request must identify the college or university and the officer must present proof of enrollment.

(C) Commuting purposes reference in subsection (A) and (B) are limited to Charles County, St. Mary's County, Calvert County, and Prince George's County. All applicable AOM rules and regulations as they apply to off duty vehicle use remain in effect. Any exceptions to paragraph C are limited to written permission from the Sheriff.

(D) The Sheriff may revoke the privileges specified in paragraph (A) above when, in his sole discretion, the budget requires such action.

(E) The out-of county privileges alluded to in paragraph (A) above do not apply when officers have lost their off-duty driving privileges.

9.3 Use of the Agency Vehicle for Military Purpose

(A) Effective July 1, 2011, Officers are permitted to use their Agency vehicle to commute out-of-county for military purposes, after first notifying the Assistant Sheriff of Operations through the proper chain of command. Notification must be made at least two (2) weeks in advance, or as soon as practicable. The military organization must be one of the following: USAF, USA, USCG, USMC, or USN.

(B) Military commuting referenced in subsection (A) is limited to the State of Maryland.

(C) All applicable AOM rules and regulations applicable to off duty vehicle use remain in effect. The out-of-county privileges alluded to in paragraph (A) above do not apply when officers have lost their off-duty driving privileges.

(D) The Sheriff may revoke the privileges specified in paragraph (A) above when, in his sole discretion, the budget requires such action. Any exceptions are limited to written permission from the Sheriff.

9.4 Use of Agency Vehicle for Fitness Purposes

(A) Effective July 1, 2013, officers who reside out of the county are permitted to use their Agency vehicle to commute to and from a work out facility, gym, or Agency designated fitness area (i.e. headquarters, District III, etc.), provided the facility or gym is within Charles County, within a five (5) mile radius of their home, or within one (1) mile or less of their regular and reasonable commute to and from their assigned on-duty work or Agency approved location.

(B) All AOM rules and regulations applicable to off-duty Agency vehicle use shall remain in effect. The out-of-County privileges agreed to in paragraph 8.4(A) above do not apply when an officer has lost their off-duty driving privileges.

(C) The Sheriff may revoke the privileges specified in paragraph 8.4(A) above when, in his sole discretion, the budget requires such action. Any exceptions are limited to written permission from the Sheriff.

9.5 Mandatory Vehicle Inspection

(A) All Agency vehicles assigned to sworn personnel shall be inspected when they have accumulated 80,000 miles of operation. Follow-up inspections shall be performed at 125,000 miles and every 25,000 miles thereafter. The inspections shall be accomplished by a Maryland Certified Inspection Station.

(B) The Fleet Supervisor shall be contacted by the officer assigned the vehicle when the inspection is due and will coordinate inspections with the inspection station. It is the duty of the officer assigned the vehicle to ensure that the inspections are scheduled. The results of the inspection shall be submitted to the Fleet Supervisor.

9.6 Standardized Accident Review Board Disposition

In reference to the loss of use of an Agency vehicle, all Agency dispositions issued by accident review boards shall be expressed in calendar days rather than in working days.

ARTICLE X PERSONAL PROPERTY

10.1 Damage to Personal Property

Effective July 1, 2009, any time an officer's personal property becomes damaged while on duty and while conducting agency business, and the damage is not caused due to the inattentiveness or negligence of the officer, the Agency will reimburse the officer for the total replacement value of the property not to exceed three hundred dollars ($300.00).

ARTICLE XI
ESTABLISHMENT OF CERTAIN COMMITTEES

11.1 Establishment of a Wellness/Fitness Committee

The Sheriff agrees to create a Wellness/Fitness Committee which will include one or more representatives of the Fraternal Order of Police.

ARTICLE XII
RECORDS MANAGEMENT

12.1 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, 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.

12.2 Publication of Internal Affairs Investigation Results

The Sheriff agrees to publish, on a quarterly basis on the Agency intranet, a synopsis of internal affairs investigations concluded during the quarter. The synopsis shall include the officers' rank, violations, findings, and dispositions (including any penalties). The officers' names will not be identified by publication.

ARTICLE XIII
LABOR-MANAGEMENT MEETINGS

(A) The Office of the Sheriff and FOP 24 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 will be determined jointly by the Office of the Sheriff and FOP 24.

(B) No more than five (5) representatives from management and no more than five (5) representatives from FOP 24 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.

(D) The FOP leave bank shall not be charged any time for attendance at labor-management meetings, nor will any FOP representative be entitled to any overtime, or other pay or remuneration for attendance at labor-management meetings except that any FOP 24 representative may be permitted to attend the meeting while on duty.

ARTICLE XIV
CRITICAL INCIDENTS

14.1 Officers Involved in Critical Incidents

Whenever an officer is 1) seriously injured or killed as a result of an accident or assault, or 2) is involved in an incident where another person is seriously injured or killed, the Agency shall:

1. Where the officer's radio and/or duty weapon is retained by the Agency, as soon as practical the Agency will provide the officer with a replacement radio and/or weapon, unless his police powers are suspended; and
2. As soon as it is practical, the Agency will notify the designated representative of the FOP about the incident; and
3. Release only the officer's last name, rank, tenure and duty assignment to the public within the first 48 hours of the critical incident. In determining the timing of the release of the officer's information, the Agency will take into account the circumstances involved in the critical incident and the safety of the officer. Where practical, the Agency will also notify the officer and the designated representative of the FOP about the release of information. Notwithstanding the above, where the officer is injured or killed in the line of duty, the Agency would have full discretion in regards to releasing additional information about the officer.

ARTICLE XV
PARTICULAR PROVISIONS

15.1 Administrative and Operations Manual

The following provisions of the AOM shall remain in effect for the duration of this Agreement unless mutually agreed otherwise by the FOP 24 and the Office of the Sheriff. Article 3.7 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. (Excepting 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 will 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. (Excepting 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.

14. A.O.M. § 1-136 Performance of Duty.

15. A.O.M. § 4-223.3 Mandatory Vehicle Inspection.

16. A.O.M. § 4-219.2 Vehicle assignment-sworn employees. (Except **that this provision does not bind the Agency, and does not preclude the Agency from taking actions related to issues of performance, discipline, or accident review.)**

17. A.O.M. § 4-219.3 Off duty use of assigned vehicles. (Except **that this provision does not bind the Agency, and does not preclude the Agency from taking actions related to issues of performance, discipline, or accident review.)**

18. A.O.M. § 4-219.4 Conditions of use. (Except **that this provision does not bind the Agency, and does not preclude the Agency from taking actions related to issues of performance, discipline, or accident review.)**

ARTICLE XVI GENERAL PROVISIONS

16.1 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. Provisions of the Administrative and Operational Manual are limited only to the extent modified by this Agreement, or by matters incorporated into this Agreement. Unless a provision of this Memorandum of Understanding is in conflict with the Administrative and Operational Manual, the Administrative and Operational Manual shall control.

16.2 Duration of the Agreement

This Agreement shall become effective as of July 1, 2021, and shall continue in full force and effect until June 30, 2022, unless otherwise stated in specific sections of the Agreement. This Agreement shall remain in effect from year to year thereafter, unless prior notice to terminate or modify the Agreement is given, not less than sixty (60) days prior to the expiration date...

16.3 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 FOP 24) and

reached as the result of negotiations mutually agreed to by the Office of the Sheriff and FOP 24. No individual agreements may vary the terms of this contract.

16.4 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 or State law, the remainder of the Agreement and its addendums shall not be affected thereby.

16.5 Publication of Agreement

Once ratified, the Charles County Sheriff's Office shall print and distribute three (3) copies of the Agreement to FOP 24 at no expense to FOP 24. Additionally, the Charles County Sheriff's Office will post the Agreement on the Charles County Sheriff's Office intranet.

This Agreement, consisting of twenty-eight (28) pages is signed on this 22 *day of* September *2021, in Charles County, Maryland.*

Sheriff Troy D. Berry
Charles County, Maryland

Michael F. Smith
President
Fraternal Order of Police, Lodge 24

10-1-21