

# Charles County Correctional Officers ASSOCIATION



## **Memorandum of Understanding**

### **By and Between**

**The Charles County Correctional Officers Association**

**And**

**The Charles County Sheriff's Office**

***July 1, 2022 – June 30, 2023***

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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. The Payroll Dues Deduction form is attached to this Agreement as Exhibit A.

#### **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**

Should a correctional officer covered by this Agreement elect not to be a member of CCCOA, the Office of the Sheriff will 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 will 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 will 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.



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 1<sup>st</sup>.

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.

D. The Sheriff's Office agrees to provide the CCCOA with an agency vehicle to be utilized to conduct Agency and CCCOA business. The use of the agency vehicle will be in accordance with Section 4-221 of the Administrative and Operations Manual (hereafter referred to as the A.O.M.) The agency vehicle will also be serviced in accordance with Section 4-222 and Section 4-222.1 of the A.O.M. All required documentation (i.e. monthly vehicle inspections) will be in accordance with the A.O.M.

E. The Sheriff's Office agrees to provide the CCCOA with an agency issued laptop to be utilized to conduct CCCOA business. The use of this laptop will be in accordance with the A.O.M.

#### **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

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 3-606.3 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 order to temporarily address manpower issues, a "Power Shift" was created to work from 11:00 A.M. to 7:00 P.M. The "Power Shift" will discontinue when no longer operationally necessary. In addition to the provisions of Section 3-606.3 of the A.O.M., officers working the "Power Shift" shall be entitled to shift differential pay of two dollars (\$2.00) per hour for each hour worked from 3:00 P.M. to 7:00 P.M.

C. In addition to the provisions of Section 3-606.3 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 three dollars (\$3.00)

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 five dollars (\$5.00) 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, unless exigent circumstances exist, to



B. All Correctional officers working assignments requiring the daily wearing of normal business or civilian attire shall receive three hundred dollars (\$300) each quarter year and an additional payment of four hundred dollars (\$400) annually.

C. 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 3-606.4 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.

#### **Section XI. Recruitment and Relocation Bonus**

In order to attract qualified correctional officer applicants to the Agency by providing a Recruitment and Relocation Bonus.

- A. A sign on bonus of ten thousand dollars (\$10,000) will be paid in (3 installments)
  - a. \$3,333 when hired;
  - b. \$3,333 upon academy graduation; and
  - c. \$3,334 upon completion of probation.
- B. A relocation bonus of five thousand dollars (\$5,000) for newly hired Correctional Officers moving from a residence located at least 50 miles outside of Charles County. To be eligible for the bonus the employee:
  - a. Must have lived at least fifty (50) miles outside of Charles County;
  - b. Relocate to Charles County or within a twenty-five (25) mile radius of the Charles County line; and
  - c. Provide proof of relocation within one year of date of hire.
- C. The provisions of this section will expire if any of the following conditions occur:
  - a. Correctional Officer vacancies reach 15 or less;
  - b. The budget will no longer support the initiative;
  - c. It is determined to no longer be operationally necessary; or
  - d. the expiration of this agreement on June 30, 2023.
- D. If an applicant has started the employment process and the provisions of this section expire, the employee will continue to receive the benefits of this provision in accordance with the payment schedule above.

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.

### **Section III. Bereavement Leave**

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. 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. 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.



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.



In circumstances 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. Officers, at their discretion, may wear issued short/long sleeves year round, except courtroom personnel, who shall wear uniform of the day.
- B. Collar brass is not required on the Class C uniform. It is still required on the Class A and Class B uniforms.

### **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. 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 V. 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**

## **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**

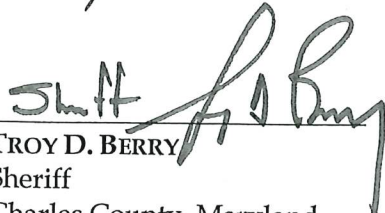
A. The Office of the Sheriff and CCCOA agree to the establishment of labor- management meetings to discuss the concerns of both parties. The parties shall meet twice annually on or about January 15th and July 15th unless both parties agree to waive the meeting. The exact dates shall be determined jointly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

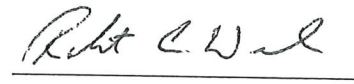
D. The CCCOA leave bank shall not be charged any time for attendance at labor management meetings, nor shall any CCCOA representative be entitled to any overtime, or other pay or remuneration for attendance at labor-management meetings except that any CCCOA representative may be permitted to attend the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


This Agreement, consisting of 20 pages is signed on this 21<sup>st</sup> day of July, 2022, in Charles County, Maryland.


  
TROY D. BERRY  
Sheriff  
Charles County, Maryland  
Association

  
SGT DUSTIN HENDRICKS  
President  
Charles County Correctional Officers'

  
MR. BRIAN ELEY  
Chief of Staff  
Association  
Charles County Sheriff's Office  
Charles County, Maryland

  
CPL ROBERT WOOD  
Charles County Correctional Officers'

  
MAJOR RONALD FARRELL  
Assistant Sheriff of Administration  
Association  
Charles County Sheriff's Office  
Charles County, Maryland

  
CPL NICHOLAS CARGILL  
Charles County Correctional Officers'



**EXHIBIT A**

**Charles County Correctional Officers Association, Inc.**

**Post Office Box 388**

**La Plata, MD 20646**

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Home Address

Date of Hire \_\_\_\_\_